

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819639

| | | | |
|---|----------------------------|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| L9 Sports, LLC | | 06/20/2023 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Celtic Bank Corporation | | |
| Street Address: | 268 S State St | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84111 | | |
| Entity Type: | Corporation: UTAH | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97227476 | L9 SPORTS | |
| Serial Number: | 97262393 | LEVEL NINE SPORTS | |
| Serial Number: | 97218477 | SECOND TRACKS | |
| Serial Number: | 97215616 | 2ND TRACKS | |
| Serial Number: | 97215620 | DEFIANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 8013206588 | | |
| Email: | lrinaldi@celticbank.com | | |
| Correspondent Name: | Leslie K Rinaldi | | |
| Address Line 1: | 268 S State St | | |
| Address Line 2: | Ste 300 | | |
| Address Line 4: | Salt Lake City, UTAH 84111 | | |
| NAME OF SUBMITTER: | Leslie K Rinaldi | | |
| SIGNATURE: | // Leslie K Rinaldi // | | |
| DATE SIGNED: | 06/26/2023 | | |
| Total Attachments: 4 | | | |

OP \$140.00 97227476

source=062023 17500373 IP Security Agreement#page1.tif
source=062023 17500373 IP Security Agreement#page2.tif
source=062023 17500373 IP Security Agreement#page3.tif
source=062023 17500373 IP Security Agreement#page4.tif

Loan #:17500373

Principal Loan Amount: \$17,500,000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of June 20, 2023 is made by **L9 Sports, LLC**, a Utah limited liability company ("Borrower") in favor of **Celtic Bank Corporation** (the "**Lender**"), a Utah state corporation.

WHEREAS, the Borrower has entered into a Business Loan Agreement dated as June 20, 2023 (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of June 20, 2023 made by and among the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. **Grant of Security.** Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following, the "IP Collateral", which shall mean collectively the Copyrights, Patents, Trademarks and Trade Secrets as set forth herein:

(a) *omitted*

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) *omitted*

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents and the Commissioner for Trademarks to record and register this IP Security Agreement upon request by the Lender.

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

Loan #:17500373

Principal Loan Amount: \$17,500,000

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

L9 SPORTS, LLC

DocuSigned by:
By: Mitchell D. Lamb
A327921C6315469...

Name: Mitchell D. Lamb

Title: Manager

DocuSigned by:
By: David S. Hall
4D9B1382753544C...

Name: David S. Hall

Title: Manager

Address for Notices:

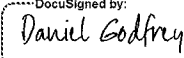
1199 W. 2425 S.
Woods Cross, UT 84087

Loan #:17500373

Principal Loan Amount: \$17,500,000

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By: 
B2819D5CA2FE480...

Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300
Salt Lake City, UT 84111

Loan #:17500373

Principal Loan Amount: \$17,500,000

SCHEDULES**SCHEDULE 1****TRADEMARKS****Trademark Registrations**

| Word Mark | Jurisdiction | Serial Number / Registration Number | Filing Date / Registration Date | [Record Owner] |
|------------------------|---------------|-------------------------------------|--------------------------------------|----------------|
| L9 SPORTS | United States | 97227476 | January 19, 2022 | L9 Sports, LLC |
| LEVEL NINE SPORTS | United States | 97262393 | February 10, 2022 | L9 Sports, LLC |
| SECOND TRACKS | United States | 97218477 | January 13, 2022 | L9 Sports, LLC |
| 2 ND TRACKS | United States | 97215616 / 6978534 | January 12, 2022 / November 29, 2022 | L9 Sports, LLC |
| DEFIANCE | United States | 97215620 / 6978535 | January 12, 2022 / November 29, 2022 | L9 Sports, LLC |