

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO SPORTORITY (ISRAEL) LTD		10/20/2023	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VII AGGREGATOR SCsp		
Street Address:	1 Boulevard de la foire		
City:	LUXEMBOURG		
State/Country:	LUXEMBOURG		
Entity Type:	Limited Partnership: LUXEMBOURG		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6703776	90MIN	
Registration Number:	3092596	MENTAL FLOSS	
Registration Number:	5431166	MENTAL FLOSS	
Registration Number:	2985093	MENTAL FLOSS	
Registration Number:	6375761	MENTAL FLOSS	
Registration Number:	4703937	SMARTYPANTS	
Registration Number:	3629548	THE BIG LEAD	
Registration Number:	6834661	DBLTAP	
Registration Number:	6511638	DBLTAP	
Registration Number:	4783230	THE PLAYERS' TRIBUNE	
Registration Number:	6592761	THE PLAYERS' TRIBUNE	
Registration Number:	6029399	THE PLAYERS' TRIBUNE	
Registration Number:	4840939	FANSIDED	
Registration Number:	7018139	FANSIDED	
Registration Number:	7050148	BETSIDED	
Serial Number:	90619666	BETSIDED	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: aaron.lewin@jmbdavis.com
Correspondent Name: JMB DAVIS BEN-DAVID
Address Line 1: 11 KIRYAT MADA
Address Line 2: PO BOX 45087
Address Line 4: JERUSALEM, ISRAEL

ATTORNEY DOCKET NUMBER:	96088/78.996
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	01/01/2024

Total Attachments: 41

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of October 20, 2023

among

PRO SPORTORITY (ISRAEL) LTD.,
as Grantor

and

KREOS CAPITAL VII AGGREGATOR SCSP,
as Secured Party

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ANNEXES

Annex 1	Form of Copyright Security Agreement
Annex 2	Form of Patent Security Agreement
Annex 3	Form of Trademark Security Agreement

SCHEDULES

Schedule 1	Intellectual Property
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INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 20, 2023, by Pro Sportivity (Israel) Ltd., a private limited company organized under the laws of the State of Israel, with registered offices at 8 Yitzhak Sade St., Tel Aviv, Israel (the "**Grantor**"), in favor of KREOS CAPITAL VII AGGREGATOR SCSP, a limited partnership incorporated in Luxembourg under registered number B264706 whose registered office is at 1 Boulevard de la Foire, Luxembourg (together with its successors and permitted assigns, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to the Agreement for the Provision of a Loan Facility of up to US\$50,000,000, dated October 20, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Loan Agreement**"), among, *inter alios*, the Grantor, as borrower (in such capacity, the "**Borrower**"), and the Secured Party, as lender (in such capacity, together with its successors and permitted assigns, the "**Lender**"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make extensions of credit to the Borrower under the Loan Agreement that the Grantor shall have executed and delivered this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to make extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Secured Party as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

(c) The following terms shall have the following meanings:

"**Agreement**" means this Intellectual Property Security Agreement (as the same may be amended, restated, supplemented and/or modified from time to time).

"**Applicable IP Office**" means the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States.

"**Collateral**" has the meaning specified in Section 3.1.

"**Debtor Relief Laws**" means all liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Default Rate**" means the default interest rate calculated pursuant to the Loan Agreement.

"**Governmental Authority**" means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank) and any self-regulatory organization (including the National Association of Insurance Commissioners).

"**Intellectual Property Collateral**" means (a) all Intellectual Property, (b) all computer software, (c) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works, (d) all registrations and applications for registration for any of the foregoing (together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof), and (e) all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"**Intercreditor Agreement**" has the meaning given to it in the Loan Agreement.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or otherwise), security interest or other security arrangement and any other preference, priority or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"**Loan Documents**" means the Loan Agreement, together with all ancillary documents delivered in connection therewith.

"**Obligations**" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Obligor or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Obligor or any other Subsidiary of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding,

regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Obligor under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, indemnities and other amounts, in each case, payable by any Obligor or any other Subsidiary under any Loan Document and (b) the obligation of any Obligor or any other Subsidiary to reimburse any amount in respect of any of the foregoing that the Secured Party, in its sole discretion, may elect to pay or advance on behalf of such Obligor or such Subsidiary.

"Obligor" means any the Borrower and each Group Company (as defined in the Loan Agreement) that serves as guarantor of the Obligations of the Borrower under any of the Loan Documents.

"Person" means any individual, partnership, corporation (including a business trust and a public benefit corporation), joint stock company, estate, association, firm, enterprise, trust, limited liability company, unincorporated association, joint venture and any other entity or Governmental Authority.

"Related Person" means, with respect to any Person, each Affiliate of such Person and each director, officer, partner, general partner, limited partner, member, direct or indirect shareholder, controlling person, employee, agent, trustee, representative, attorney, accountant, managed fund or account, investor (including any prospective investor) and each insurance, environmental, legal, financial and other advisor and other consultants, agents and representatives of or to such Person or any of its Affiliates.

"Requirement of Law" means, with respect to any Person, the common law and any federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Secured Obligations" has the meaning set forth in Section 3.2.

"Stock" means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

"Stock Equivalents" means all securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York; **provided, however**, that, in the event that, by reason of mandatory provisions of any applicable Requirement of Law, any of the attachment, perfection or priority of the Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

Section 1.2 Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to the Grantor shall refer to the Grantor's Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

(i) Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto.

(ii) The Agreement. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(iii) Certain Common Terms. The term "including" is not limiting and means "including without limitation."

(iv) Performance; Time. Whenever any performance obligation hereunder (other than a payment obligation, performance of which shall be governed by the terms of the Loan Agreement) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including." If any provision of this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be interpreted to encompass any and all means, direct or indirect, of taking, or not taking, such action, except to the extent another provision of this Agreement or any other Loan Document expressly provides to the contrary.

(v) Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto

which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

(vi) Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

(vii) Intercreditor Agreement. This Agreement is subject in all respects to the provisions of the Intercreditor Agreement.

ARTICLE II

[RESERVED]

ARTICLE III

GRANT OF SECURITY INTEREST

Section 3.1 Collateral. For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interests, in each case, wherever located, is collectively referred to as the "**Collateral**":

(a) all of the Grantor's rights, priorities and privileges relating to all intellectual and similar property of every kind and nature, whether arising under United States, multinational or foreign laws or otherwise, now existing or hereafter adopted or acquired;

(b) all books and records pertaining to the other property described in this Section 3.1; and

(c) to the extent not otherwise included, all proceeds, products, accessions, rents and profits of any and all of the foregoing and all collateral security, supporting obligations and guarantees given by any Person with respect to any of the foregoing.

Section 3.2 Grant of Security Interest in Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (the "**Secured Obligations**"), hereby pledges to the Secured Party, for its benefit, and grants to the Secured Party, for its benefit, a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the Grantor.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

To induce the Secured Party to enter into the Loan Documents, the Grantor hereby represents and warrants each of the following to the Secured Party:

Section 4.1 Title; No Other Liens. The Grantor (a) is the record and beneficial owner of the Collateral pledged by it hereunder constituting instruments or certificated securities and (b) has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other Lien, other than Permitted Security Interests.

Section 4.2 Perfection and Priority. The security interest granted pursuant to this Agreement constitutes a valid and continuing perfected security interest in favor of the Secured Party in all Collateral, subject for the following Collateral, to the occurrence of the following:

(a) in the case of all Collateral in which a security interest may be perfected by filing, the filing of appropriate financing statements under the UCC and the payment of filing and/or recording fees required in connection therewith; and

(b) in the case of all Intellectual Property for which UCC filings are insufficient, all appropriate filings having been made with the United States Copyright Office or the United States Patent and Trademark Office, as applicable.

All actions by the Grantor necessary to protect and perfect the Lien granted hereunder on the Collateral have been duly taken.

Section 4.3 Intellectual Property. As of the date hereof, all Intellectual Property owned by the Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Intellectual Property has been abandoned. As of the date hereof, all registered or issued Intellectual Property (including all applications for registration and issuance) in which the Grantor has any right, title or interest, but excluding therefrom any commercially available software licenses, is set forth on the date hereof on Schedule 1 hereof. No breach or default of any Intellectual Property license which is material to the conduct of the Grantor's business shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of the Grantor in, any Intellectual Property: (i) the consummation of the transactions contemplated by any Loan Document or (ii) any holding, decision, judgment or order rendered by any Governmental Authority binding on the Grantor. As of the date hereof, there are no pending (or, to the knowledge of the Grantor, threatened in writing) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or the Grantor's rights in, any Intellectual Property of the Grantor. No Person has been or is infringing, misappropriating, diluting, violating or otherwise impairing any Intellectual Property of the Grantor. The Grantor, and to the Grantor's knowledge each other party thereto, is not in material breach or default of any material Intellectual Property license.

Section 4.4 Enforcement. No permit, license, notice to or filing with any Governmental Authority or any other Person or any consent from any Person that has not been obtained or made is required for the exercise by the Secured Party of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral, except filings required to perfect the Secured Party's security interest in the Collateral hereunder.

ARTICLE V

COVENANTS

The Grantor covenants and agrees that until the end of the Security Period:

Section 5.1 Maintenance of Perfected Security Interest; Further Documentation and Consents.

(a) Generally. The Grantor shall (i) not use or permit any Collateral to be used unlawfully or in violation of any provision of any Loan Document, any Requirement of Law or any policy of insurance covering the Collateral and (ii) not enter into any contractual obligation or undertaking restricting the right or ability of the Grantor or the Secured Party to sell, assign, convey or transfer any Collateral, except in each case to the extent permitted by the Loan Agreement.

(b) The Grantor shall take all actions required by this Agreement and the other Loan Documents or reasonably requested by the Secured Party to maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2, and shall defend such security interest and such priority against the claims and demands of all Persons, other than with respect to assets subject to a disposition permitted under the Loan Agreement.

(c) The Grantor shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and in form and substance satisfactory to the Secured Party.

(d) At any time and from time to time, upon the written request of the Secured Party, the Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including an authorization to file (or, as applicable, the filing) of any financing statement or amendment under the UCC (or other filings under similar Requirements of Law) in effect in any relevant jurisdiction with respect to the security interest created hereby and (ii) take such further action as the Secured Party may reasonably request, including using its commercially reasonable efforts to secure all approvals necessary or appropriate for the assignment to or for the benefit of the Secured Party of any contractual obligation, including any Intellectual Property license, held by the Grantor and to enforce the security interests granted hereunder.

Section 5.2 Change of Name, Etc. The Grantor shall not make any change in (i) the legal name of the Grantor, (ii) the identity or type of organization or corporate structure of the Grantor, (iii) the jurisdiction of organization or incorporation of the Grantor or (iv) its organizational identification number, in each case, without providing the Secured Party at least thirty (30) day prior written notice of any such proposed change. Contemporaneously with the effectiveness of any such change, the Grantor shall make all filings required under the UCC or other Requirements of Law and take all other actions reasonably requested by the Secured Party and deemed by the Secured Party to be necessary or reasonable and appropriate to ensure that the

Secured Party shall continue at all times following such change to have a valid, legal, enforceable and perfected security interest in the Collateral for its benefit.

Section 5.3 Intellectual Property. (a) At the end of each fiscal quarter, the Grantor shall provide the Secured Party with a supplement to Schedule 3 hereof (or otherwise confirm in writing to the Secured Party that there have been no changes thereto), and, to the extent such supplement discloses any newly acquired Intellectual Property, the Grantor shall provide the Secured Party with the short-form intellectual property agreements and assignments as described in this Section 5.3 and any other documents that the Secured Party reasonably requests with respect thereto.

(b) The Grantor shall (and shall cause all its licensees of Intellectual Property to) (i) (w) continue to use each trademark included in the Intellectual Property in order to maintain such trademark in full force and effect with respect to each class of goods for which such trademark is currently used, free from any claim of abandonment for non-use, (x) maintain at least the same standards of quality of products and services offered under such trademark as are currently maintained, (y) use such trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, and (z) not adopt or use any other trademark that is confusingly similar or a colorable imitation of such trademark unless the Secured Party shall obtain a perfected security interest in such other trademark pursuant to this Agreement and (ii) not do any act or omit to do any act whereby (w) such trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or materially harmed in any way, (x) any patent included in the Intellectual Property may become forfeited, materially misused, unenforceable, abandoned or dedicated to the public, (y) any portion of the copyrights included in the Intellectual Property may become invalidated, otherwise impaired in any material respect or fall into the public domain, or (z) any trade secret that is Intellectual Property may become publicly available or otherwise unprotectable.

(c) The Grantor shall notify the Secured Party promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, materially misused, unenforceable, abandoned or dedicated to the public, or of any materially adverse determination or development regarding the validity or enforceability or the Grantor's ownership of, interest in, right to use, register, own or maintain any Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office). The Grantor shall take all actions that are necessary or reasonably requested by the Secured Party to maintain and pursue each application (and to obtain the relevant registration or recordation) and to maintain each registration and recordation included in the Intellectual Property.

(d) The Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Intellectual Property of the Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, the Grantor shall promptly notify the Secured Party and take such action as it reasonably deems appropriate under the circumstances in response thereto, including, if reasonably deemed appropriate, promptly bringing suit and recovering all damages therefor.

(e) The Grantor shall execute and deliver to the Secured Party in form and substance reasonably acceptable to the Secured Party and suitable for (i) filing in the Applicable IP Office the short-form intellectual property security agreements in the form attached hereto as Annex 1, 2 or 3, as applicable, for all registered copyrights, registered trademarks and issued patents of the Grantor and (ii) recording with the appropriate internet domain name registrar, a duly executed form of collateral assignment for all internet domain names of the Grantor (together with appropriate supporting documentation as may be requested by the Secured Party).

Section 5.4 Notices. The Grantor shall promptly notify the Secured Party in writing of its acquisition of any interest hereafter in property that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

ARTICLE VI

REMEDIAL PROVISIONS

Section 6.1 UCC and Other Remedies.

(a) UCC Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, all rights and remedies of a secured party under the UCC or any other applicable Requirement of Law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, the Secured Party may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind to or upon the Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), upon the occurrence and during the continuance of any Event of Default (personally or through its agents or attorneys), (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving the Grantor or any other Person notice or opportunity for a hearing on the Secured Party's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) sell, assign, convey, transfer, grant option or options to purchase and deliver any Collateral (enter into contractual obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of the Grantor, which right or equity is hereby waived and released to the extent permitted by law.

(c) Management of the Collateral. The Grantor further agrees, that, upon the occurrence and during the continuance of any Event of Default, (i) at the Secured Party's request, it shall assemble the Collateral and make it available to the Secured Party at places that the Secured

Party shall reasonably select, whether at the Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Secured Party also has the right to require that the Grantor store and keep any Collateral pending further action by the Secured Party and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Secured Party is able to sell, assign, convey or transfer any Collateral, the Secured Party shall have the right to hold or use such Collateral to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Secured Party and (iv) the Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Secured Party's remedies, with respect to such appointment without prior notice or hearing as to such appointment. The Secured Party shall not have any obligation to the Grantor to maintain or preserve the rights of the Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of the Secured Party.

(d) Application of Proceeds. The Secured Party shall apply the cash proceeds of any action taken by it pursuant to this Section 6.1 to the payment in whole or in part of the Secured Obligations, in the order provided in the Loan Agreement, and only after such application and after the payment by the Secured Party of any other amount required by any Requirement of Law, the surplus, if any, to the Grantor.

(e) Direct Obligation. The Secured Party shall not be required to make any demand upon, or pursue or exhaust any right or remedy against, the Grantor, any other Obligor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guaranty thereof. All of the rights and remedies of the Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, the Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(f) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Secured Party to do any of the following:

(i) fail to incur significant costs, expenses or other liabilities reasonably deemed as such by the Secured Party to prepare any Collateral for disposition;

(ii) fail to obtain permits, licenses or other consents, for access to any Collateral to sell or for the collection or sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain permits, licenses or other consents for the collection or disposition of any Collateral;

(iii) fail to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature, or to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring any such Collateral;

(v) hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature, or, to the extent deemed appropriate by the Secured Party, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any Collateral, or utilize internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

(vi) dispose of assets in wholesale rather than retail markets;

(vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or

(viii) purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of any Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of any Collateral.

The Grantor acknowledges that the purpose of this Section 6.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6.1. Without limitation upon the foregoing, nothing contained in this Section 6.1 shall be construed to grant any rights to the Grantor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 6.1.

(g) Intellectual Property Licenses, Etc. For the purpose of enabling the Secured Party to exercise rights and remedies under this Section 6.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, the Grantor hereby grants to the Secured Party, for its benefit, (i) an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to the Grantor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by the Grantor and access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof and (ii) an irrevocable license (without payment of rent or other compensation to the Grantor) to use, operate and occupy all real property owned, operated, leased, subleased or otherwise occupied by the Grantor.

Section 6.2 Deficiency. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Secured Obligations and the reasonable fees and disbursements of any attorney employed by the Secured Party to collect such deficiency.

ARTICLE VII

AGENT

Section 7.1 The Secured Party's Appointment as Attorney-in-Fact. (a) The Grantor hereby irrevocably constitutes and appoints the Secured Party and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, for the purpose of carrying out the terms of the Loan Documents at any time when an Event of Default has occurred and is continuing, to take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Loan Documents, and, without limiting the generality of the foregoing, the Grantor hereby gives the Secured Party and its Related Persons the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do any of the following when an Event of Default has occurred and shall be continuing:

(i) in the name of the Grantor, in its own name or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible that constitutes Collateral or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) subject to restrictions under the applicable Intellectual Property licenses to which the Grantor is a party, in the case of any Intellectual Property that constitutes Collateral owned by or licensed to the Grantor, execute, deliver and have recorded any document that the Secured Party may reasonably request to evidence, effect, publicize or record the Secured Party's security interest in such Intellectual Property and the goodwill and general intangibles of the Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or pay any insurance called for by the terms of the Loan Agreement (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 6.1, any document to effect or otherwise necessary or appropriate in relation to evidence the sale of any Collateral;

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Secured Party or as the Secured Party shall direct, (B) ask or demand for, and collect and receive

payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against the Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection therewith, give such discharges or releases as the Secured Party may deem appropriate, (G) assign any Intellectual Property owned by the Grantor or any Intellectual Property licenses of the Grantor throughout the world on such terms and conditions and in such manner as the Secured Party shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, sell, assign, convey, transfer or grant a Lien on, make any contractual obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Secured Party was the absolute owner thereof for all purposes and do, at the Secured Party's option, at any time or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve or realize upon any Collateral and the Secured Party's security interests therein and to effect the intent of the Loan Documents, all as fully and effectively as the Grantor might do; or

(vi) if the Grantor fails to perform or comply with any contractual obligation contained herein, the Secured Party, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such contractual obligation.

(b) The documented out-of-pocket expenses of the Secured Party incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate set forth in Section 6 of the Loan Agreement then in effect, from the date of payment by the Secured Party to the date reimbursed by or on behalf of the Grantor, shall be payable by the Grantor to the Secured Party on demand, in accordance with the terms and conditions of Section 10 of the Loan Agreement.

(c) The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 7.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the end of the Security Period, provided that terms in this Agreement which expressly state that they survive the termination of this Agreement shall so survive.

Section 7.2 Authorization to File Financing Statements. The Grantor authorizes the Secured Party and its Related Persons on behalf of the Secured Party, at any time and from time to time, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Secured Party reasonably determines appropriate to perfect, or continue or maintain perfection of, the security interests of the Secured Party under this Agreement, and such financing statements and amendments may describe the Collateral. A copy of this Agreement shall be sufficient as a

financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. The Grantor hereby (a) waives any right under the UCC or any other Requirement of Law to receive notice and/or copies of any filed or recorded financing statements, amendments thereto, continuations thereof or termination statements and (b) releases and excuses the Secured Party from any obligation under the UCC or any other Requirement of Law to provide notice or a copy of any such filed or recorded documents.

Section 7.3 [Reserved].

Section 7.4 Duty; Obligations and Liabilities.

(a) Duty of the Secured Party. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account, it being understood that the Secured Party shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to the Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters. The powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its Related Persons shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment. In addition, the Secured Party shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Secured Party acted with gross negligence or willful misconduct in the selection of such warehousemen, carrier, forwarding agency, consignee or other bailee.

(b) Obligations and Liabilities with respect to Collateral. Neither the Secured Party nor any Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Secured Party hereunder shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Reinstatement. The Grantor agrees that, if any payment made by any Obligor or other Person and applied to the Secured Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by the Secured Party to such Obligor, its estate, trustee, receiver or any other party, including the Grantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, any Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Lien or other Collateral securing the Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing or (b) any provision of the Guaranty hereunder shall have been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any the Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

Section 8.2 Release of Collateral. (a) At the end of the Security Period, the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Party and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and expense of the Grantor following any such termination, the Secured Party shall promptly deliver to the Grantor any Collateral of the Grantor held by the Secured Party hereunder and promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(b) If the Secured Party shall be expressly permitted pursuant to the Loan Agreement to release any Lien or any Collateral, such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, the Loan Agreement. In connection therewith, the Secured Party, at the request and expense of the Grantor, shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

Section 8.3 Independent Obligations. The obligations of the Grantor hereunder are independent of and separate from the Secured Obligations and the Guaranteed Obligations. If any Secured Obligation or Guaranteed Obligation is not paid when due, or during the continuance of any Event of Default, the Secured Party may, at its sole election, proceed directly and at once, without notice, against the Grantor and any Collateral to collect and recover the full amount of any Secured Obligation or Guaranteed Obligation then due, without first proceeding against any other Grantor, any other Obligor or any other Collateral and without first joining any other Grantor or any other Obligor in any proceeding.

Section 8.4 No Waiver by Course of Conduct. The Secured Party shall not by any act (except by a written instrument pursuant to Section 8.5 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the

Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Secured Party would otherwise have on any future occasion.

Section 8.5 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 15.9 of the Loan Agreement.

Section 8.6 [Reserved].

Section 8.7 Notices. All notices, requests and demands to or upon the Secured Party or the Grantor hereunder shall be effected in the manner provided for in Section 14 of the Loan Agreement; provided, however, that any such notice, request or demand to or upon the Grantor shall be addressed to the Borrower's notice address set forth in such Section 14 of the Loan Agreement.

Section 8.8 Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it shall not invoke any law relating to the marshalling of collateral that might delay or impede the enforcement of the rights of the Secured Party under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

Section 8.9 Overdue Amounts. All amounts due and payable by the Grantor hereunder shall constitute Secured Obligations and, whether before or after judgment, shall bear interest until paid at a rate per annum equal to the Default Rate.

Section 8.10 Termination. This Agreement and the security interests created hereby shall terminate at the end of the Security Period. In connection with any termination or release pursuant to this Section 8.10, the Secured Party shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 8.10 shall be without recourse to or warranty by the Secured Party.

Section 8.11 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Secured Party and its successors and assigns; provided, however, that (a) the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the

Secured Party and (b) any assignment by the Secured Party shall be subject to the terms of the Loan Agreement.

Section 8.12 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.13 Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

Section 8.14 Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 8.15 Submission to Jurisdiction. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America sitting in the Southern District of New York and, by execution and delivery of this Agreement, the Grantor executing this Agreement hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided, that nothing in this Agreement shall limit the right of the Secured Party to commence any proceeding in the federal or state courts of any other jurisdiction to the extent the Secured Party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

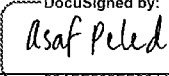
Section 8.16 Service of Process. The Grantor hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States with respect to or otherwise arising out of or in connection with this Agreement by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of the Grantor specified in Section 8.7 (and shall be effective when such mailing shall be effective, as provided therein). The Grantor irrevocably appoints Sportority Inc. at 155 Avenue of the Americas, 10013, New York City, NY, United States as its authorized agent on which legal process may be served in any action, suit or proceeding brought in any in any court referred to in Section 8.15. The Grantor agrees that service of process in respect of it upon such agent at the address specified above, together with written notice of such service given to the Grantor being made by registered or certified mail, to the Grantor at the address of the Grantor specified in Section 8.7, shall be deemed to be effective service of process upon the Grantor in any such action, suit or proceeding. The Grantor agrees that the failure of such agent to give notice to it of any such service shall not impair or affect the validity of such service or any judgment rendered in any such action, suit or proceeding based thereon. If for any reason such agent shall cease to be available to act as such, the Grantor agrees to irrevocably appoint another such agent in New York City, as its authorized agent for service of process, on the terms and for the purposes specified in this paragraph. Nothing in this Agreement or any other document executed in connection herewith will affect the right of any party hereto to serve process in any other manner permitted by any Requirement of Law or to obtain jurisdiction over any party or bring actions, suits or proceedings against any party in such other jurisdictions, and in such matter, as may be permitted by any Requirement of Law.

Section 8.17 Waiver of Jury Trial. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE. EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS, AS APPLICABLE, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

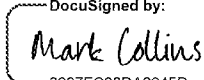
PRO SPORTORITY (ISRAEL) LTD.,
as the Grantor

By: 
Name: Asaf Peled
Title: CEO

8 Yitzhak Sade, Acro Tower, Tel Aviv 6777508,
Israel

ACCEPTED AND AGREED
as of the date first above written:

KREOS CAPITAL VII AGGREGATOR SCSP,
as Secured Party

DocuSigned by:

By: _____
Name: Mark COLLINS
Title: Director

**ANNEX 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

FORM OF COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT, dated as of [●], [●], is made by [●], a [●], with its place of business located at [●] ("Grantor"), in favor of [●], as Secured Party (in such capacity, together with its successors and permitted assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Agreement for the Provision of a Loan Facility of up to US\$50,000,000, dated October 20, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Pro Sportority (Israel) Ltd., a company incorporated in Israel under registered number 514598309, whose registered office is at 8 Yitzhak Sade St., Tel Aviv, 6777508, Israel (the "**Borrower**"), and the Secured Party, as lender (in such capacity, the "**Lender**"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Intellectual Property Security Agreement dated as of October 20, 2023 in favor of the Secured Party (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to make the extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Copyright Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Secured Party, for its benefit, and grants to the Secured Party, for its benefit, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Copyright Collateral**"):

(a) all of its copyrights and all Intellectual Property licenses providing for the grant by or to the Grantor of any right under any copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Copyright 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their copyrights and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Copyright Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Copyright Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

[GRANTOR],
as the Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

[•],
as Secured Party

By: _____
Name:
Title:

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

[Include Registration Number and Date]

2. COPYRIGHT APPLICATIONS

[Include Application Number and Date]

3. INTELLECTUAL PROPERTY LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

**ANNEX 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

FORM OF PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of [●], [●], is made by [●], a [●], with its place of business located at [●] ("**Grantor**"), in favor of [●], as Secured Party (in such capacity, together with its successors and permitted assigns, the "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to the Agreement for the Provision of a Loan Facility of up to US\$50,000,000, dated October 20, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Pro Sportority (Israel) Ltd., a company incorporated in Israel under registered number 514598309, whose registered office is at 8 Yitzhak Sade St., Tel Aviv, 6777508, Israel (the "**Borrower**"), and the Secured Party, as lender (in such capacity, the "**Lender**"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Intellectual Property Security Agreement dated as of October 20, 2023 in favor of the Secured Party (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to make the extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Secured Party, for its benefit, and grants to the Secured Party, for its benefit, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Patent Collateral**"):

(a) all of its patents and all Intellectual Property licenses providing for the grant by or to the Grantor of any right under any patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Patent 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their patents and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

[GRANTOR],
as the Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

[•],
as Secured Party

By: _____
Name:
Title:

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

[Include Registration Number and Date]

2. PATENT APPLICATIONS

[Include Application Number and Date]

3. INTELLECTUAL PROPERTY LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

**ANNEX 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

FORM OF TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of [●], [●], is made by [●], a [●], with its place of business located at [●] ("Grantor"), in favor of [●], as Secured Party (in such capacity, together with its successors and permitted assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Agreement for the Provision of a Loan Facility of up to US\$50,000,000, dated October 20, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Pro Sportority (Israel) Ltd., a company incorporated in Israel under registered number 514598309, whose registered office is at 8 Yitzhak Sade St., Tel Aviv, 6777508, Israel (the "**Borrower**"), and the Secured Party, as lender (in such capacity, the "**Lender**"), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Intellectual Property Security Agreement dated as of October 20, 2023 in favor of the Secured Party (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement and to make extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Secured Party, for its benefit, and grants to the Secured Party, for its benefit, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

(a) all of its trademarks and all Intellectual Property licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execute," "execution," "signed," "signature," and words of like import used herein or in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

[GRANTOR],
as the Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

[•],
as Secured Party

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

[Include Registration Number and Date]

2. TRADEMARK APPLICATIONS

[Include Application Number and Date]

3. INTELLECTUAL PROPERTY LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Intellectual Property

Copyright Registrations

1. REGISTERED COPYRIGHTS

United States Copyrights:

OWNER	TITLE	REGISTRATION NUMBER
Pro Sportority (Israel) Ltd.	Amazing Facts from Mental Floss 2023 Day-to-Day Calendar: Fascinating Trivia From Mental Floss's Amazing Fact Generator.	TX0009272217
Pro Sportority (Israel) Ltd.	The Curious Reader 2023 Day-to-Day Calendar: Literary Miscellany for Book Lovers.	TX0009257469
Pro Sportority (Israel) Ltd.	The Curious Viewer 2023 Day-to-Day Calendar: Ultimate TV Trivia.	TX0009272204

2. COPYRIGHT APPLICATIONS

None

3. INTELLECTUAL PROPERTY LICENSES

None

Patent Registrations

1. REGISTERED PATENTS

None

2. PATENT APPLICATIONS

None

3. INTELLECTUAL PROPERTY LICENSES

None

Trademark Registrations

1. REGISTERED TRADEMARKS

United States:

OWNER	REGISTRATION NUMBER	TRADEMARK
Pro Sportority (Israel) Ltd	6703776	90MIN
Pro Sportority (Israel) Ltd	3092596	MENTAL FLOSS
Pro Sportority (Israel) Ltd	5431166	MENTAL FLOSS
Pro Sportority (Israel) Ltd	2985093	MENTAL FLOSS
Pro Sportority (Israel) Ltd	6375761	MENTAL FLOSS
Pro Sportority (Israel) Ltd	4703937	SMARTYPANTS
Pro Sportority (Israel) Ltd	6666856	AMAZING FACT GENERATOR
Pro Sportority (Israel) Ltd	3629548	THE BIG LEAD
Pro Sportority (Israel) Ltd	6834661	DBLTAP
Pro Sportority (Israel) Ltd	6511638	DBLTAP
Pro Sportority (Israel) Ltd	4783230	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd	6592761	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd	6029399	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd	4840939	FANSIDED
Pro Sportority (Israel) Ltd	7018139	FANSIDED
Pro Sportority (Israel) Ltd	7050148	BETSIDED
Pro Sportority (Israel) Ltd	6465763	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd	6465766	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd	6549574	VOLTAX [word mark]

Other jurisdictions:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
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Pro Sportority (Israel) Ltd.	1767409	Australia	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1861600	Australia	PLAYERSVOICE
Pro Sportority (Israel) Ltd.	501553415	Brazil	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	501553606	Brazil	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd.	501550196	Brazil	VOLTAX [word mark]
Pro Sportority (Israel) Ltd.	TMA653073	Canada	MENTAL FLOSS
Pro Sportority (Israel) Ltd.	TMA1079228	Canada	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	TMA1178612	Canada	VOLTAX [word mark]
Pro Sportority (Israel) Ltd.	1296601	China	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1296601	Colombia	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1296601	Cuba	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	13094561	European Union	90MIN
Pro Sportority (Israel) Ltd.	9950891	European Union	MENTAL FLOSS
Pro Sportority (Israel) Ltd.	1296601	European Union	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	18564233	European Union	FANSIDED
Pro Sportority (Israel) Ltd.	1553415	European Union	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	1553606	European Union	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd.	1550196	European Union	VOLTAX [word mark]
Pro Sportority (Israel) Ltd.	327635	Israel	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	327636	Israel	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd.	327637	Israel	VOLTAX [word mark]
Pro Sportority (Israel) Ltd.	1296601	Japan	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1978332	Mexico	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1089136	New Zealand	THE PLAYERS'

			TRIBUNE
Pro Sportority (Israel) Ltd.	1105368	New Zealand	PLAYERSVOICE
Pro Sportority (Israel) Ltd.	1296601	Russian Federation	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	2018/07944	South Africa	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1296601	South Korea	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	UK00003064795	United Kingdom	90MIN
Pro Sportority (Israel) Ltd.	UK00913094561	United Kingdom	90MIN
Pro Sportority (Israel) Ltd.	UK00003182346	United Kingdom	MENTAL FLOSS
Pro Sportority (Israel) Ltd.	UK00909950891	United Kingdom	MENTAL FLOSS
Pro Sportority (Israel) Ltd.	UK00003519055	United Kingdom	DBLTAP
Pro Sportority (Israel) Ltd.	UK00801296601	United Kingdom	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	UK00801296601	United Kingdom	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	UK00003320183	United Kingdom	PLAYERSVOICE
Pro Sportority (Israel) Ltd.	UK00003699674	United Kingdom	FANSIDED
Pro Sportority (Israel) Ltd.	WO00000015534 15	United Kingdom	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	WO00000015536 06	United Kingdom	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd.	WO00000015501 96	United Kingdom	VOLTAX [word mark]
Pro Sportority (Israel) Ltd.	1296601	WIPO	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	1553415	WIPO	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	1553606	WIPO	MINUTE MEDIA [styled]
Pro Sportority (Israel) Ltd.	1550196	WIPO	VOLTAX [word mark]

2. TRADEMARK APPLICATIONS

United States:

OWNER	APPLICATION NUMBER	TRADEMARK
Pro Sportority (Israel) Ltd	90619666	BETSIDED

Other jurisdictions:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Pro Sportority (Israel) Ltd.	930988876	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	930988892	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	930988922	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	930988930	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	930988965	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	930988981	Brazil	THE PLAYERS' TRIBUNE
Pro Sportority (Israel) Ltd.	4012575	India	PLAYERSVOICE
Pro Sportority (Israel) Ltd.	2135958	Canada	FANSIDED
Pro Sportority (Israel) Ltd.	2142642	Canada	FANSIDED
Pro Sportority (Israel) Ltd.	2056158	Canada	MINUTE MEDIA [word mark]
Pro Sportority (Israel) Ltd.	2056157	Canada	MINUTE MEDIA [styled]

3. INTELLECTUAL PROPERTY LICENSES

None