

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI105211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GDC Media Limited		03/19/2024	Private Limited Company: IRELAND
Gambling.com Group Limited		03/19/2024	public company limited by shares: JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	P.O. Box 760776		
<b>Internal Address:</b>	MAC T7422-012		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78245		
<b>Entity Type:</b>	National Banking Association: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97680186	BET CALIFORNIA	
<b>Serial Number:</b>	97682344	CASINOS.COM	
<b>Serial Number:</b>	97680181	BET TEXAS	
<b>Registration Number:</b>	6391533	GAMBLING.COM	
<b>Registration Number:</b>	4157597	ROTOWIRE.COM	
<b>Registration Number:</b>	4157596	ROTOWIRE	
<b>Registration Number:</b>	4032905	CASINOSOURCE	
<b>Registration Number:</b>	3025731	MOCK DRAFT CENTRAL	
<b>Registration Number:</b>	4468796	GAMBLING.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		

OP \$240.00.00 97680186

**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**ATTORNEY DOCKET NUMBER:** 97965113-1

**NAME OF SUBMITTER:** Ted Mulligan

**SIGNATURE:** Ted Mulligan

**DATE SIGNED:** 03/19/2024

**Total Attachments: 23**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

See attached Exhibit A.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 19, 2024

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Street Address: P.O. Box 760776, MAC T7422-012

City: San Antonio

State: TX

Country: USA                      Zip: 78245

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank                      Citizenship Washington DC

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)                      Text

See attached.

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan, Esq.

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY                      Zip: 10169

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: mcallahan@otterbourg.com

### 6. Total number of applications and registrations involved:

9

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: /s/Matthew T. Callahan

3/19/2024

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

23

**EXHIBIT A**  
**To Trademark Coversheet**

1. Name of Conveying Parties:
  - a. GDC Media Limited, a private company limited by shares incorporated under the laws of Ireland with registered number 562225
  - b. Gambling.com Group Limited, a public company limited by shares incorporated under the laws of Jersey

TRADEMARK SECURITY AGREEMENT

GAMBLING.COM GROUP LIMITED  
GDC MEDIA LIMITED

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of March 19, 2024, by and among the Persons listed on the signature pages hereof as “Grantors” (each, a “Grantor” and collectively, the “Grantors”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as the lender for the benefit of itself and the other Secured Parties (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among GDC MEDIA LIMITED, a private company limited by shares incorporated under the laws of Ireland with registered number 562225 (“GDC Media”), GDC AMERICA, INC., a Florida corporation (“GDC America”), ROTO SPORTS, INC., a Delaware corporation (“Rotowire” and together with GDC Media and GDC America and their respective successors and assigns, and any other entity that may hereafter become a Borrower, individually, each a “Borrower” and collectively, “Borrowers”), GAMBLING.COM GROUP LIMITED, a public company limited by shares organized under the laws of Jersey (“Holdings”), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Wells Fargo has agreed to act as Lender for the benefit of itself and the other Secured Parties in connection with the transactions contemplated by the Credit Agreement and this Trademark Security Agreement;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and the other Loan Documents, to induce the holders of the Secured Hedge Obligations to enter into the Secured Hedge Agreements, to induce the holders of the Secured Cash Management Obligations to enter into the Secured Cash Management Agreements, and to induce Lender and the other Secured Parties to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, the Secured Cash Management Agreements and the Secured Hedge Agreements, each Grantor has agreed to grant to Lender, for the benefit of itself and the other Secured Parties, a continuing security interest in and to the Trademark Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, each Grantor (other than a Borrower) is an Affiliate of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by Lender and the other Secured Parties.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms (whether capitalized or lower case) used in this Trademark Security Agreement that are defined in the UCC shall

be construed and defined as set forth in the UCC unless otherwise defined herein or in the Credit Agreement; provided that, to the extent that the UCC is used to define any term used herein and if such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

(b) In addition to those terms defined elsewhere in this Trademark Security Agreement, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

“Borrower” and “Borrowers” have the meaning specified therefor in the recitals to this Trademark Security Agreement.

“Credit Agreement” has the meaning specified therefor in the recitals to this Trademark Security Agreement.

“Grantor” and “Grantors” have the respective meanings specified therefor in the preamble to this Trademark Security Agreement.

“Holdings” has the meaning specified therefor in the recitals to this Trademark Security Agreement.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other federal or state bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief..

“Lender” has the meaning specified therefor in the preamble to this Trademark Security Agreement.

“PTO” means the United States Patent and Trademark Office.

“Secured Obligations” means all of the Secured Obligations (as defined in the Credit Agreement) (including any Secured Hedge Obligations and any Secured Cash Management Obligations) now or hereafter existing, whether for principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), fees, expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), or otherwise, and any and all expenses (including reasonable counsel fees and expenses) incurred by Lender or any other Secured Party (or any of them) in enforcing any rights under the any of the Loan Documents. Without limiting the generality of the foregoing, Secured Obligations shall include all amounts that constitute part of the Secured Obligations and would be owed by any Borrower to Lender or any other Secured Party but for the fact that they are unenforceable or not allowable, including due to the existence of a bankruptcy, insolvency, reorganization, other Insolvency Proceeding or similar proceeding involving any Borrower or any guarantor; provided that, anything to the contrary contained in the foregoing notwithstanding, the Guaranteed Obligations shall exclude any Excluded Swap Obligation.

“Security Interest” has the meaning specified therefor in Section 2.

“Trademark Collateral” has the meaning specified therefor in Section 2.

“Trademark Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Trademarks owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by the Specified Party, in each case, including (x) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Grantor pursuant to end-user licenses), (y) the license agreements listed on Schedule I, and (z) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of rights of Lender and the other Secured Parties under the Loan Documents. Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term “Trademark Intellectual Property Licenses” shall not include any interest of Grantor as a licensee or a sub-licensee under an inbound license or inbound sublicense of Trademarks if Grantor is prohibited by the terms of such lease or license from granting a security interest in such lease or license or under which such an assignment or Lien would cause a default to occur under such lease or license (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-407 of Article 9 of the UCC).

“Trademark Security Agreement” has the meaning specified therefor in the preamble to this Trademark Security Agreement.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

“UCC” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Lender’s Lien on any Trademark Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(c) Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein or in the

Credit Agreement). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean (i) the payment or repayment in full in immediately available funds of (A) the principal amount of, and interest accrued with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (B) all expenses that have accrued regardless of whether demand has been made therefor, (C) all fees or charges that have accrued hereunder or under any other Loan Document (including the Commitment Fee), (ii) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Cash Collateral, (iii) the receipt by Lender of cash collateral in order to secure any other contingent Secured Obligations for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to Lender or any other Secured Party at the time that are reasonably expected to result in any loss, cost, damage or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as Lender reasonably determines is appropriate to secure such contingent Secured Obligations, (iv) the payment or repayment in full in immediately available funds of all other Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by the providers thereof) other than (A) unasserted contingent indemnification obligations, (B) any Secured Cash Management Obligations that, at such time, are allowed by the applicable holder of such Secured Cash Management Obligations to remain outstanding without being required to be repaid or cash collateralized, and (C) any Secured Hedge Obligations that, at such time, are allowed by the applicable holder of such Secured Hedge Obligations to remain outstanding without being required to be repaid, and (v) the termination of all of the Commitments of Lender and each other Secured Party. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Lender” shall be a reference to Lender, for the benefit of itself, as Lender, the issuer or confirming bank with respect to any Letter of Credit, the holder of any Secured Hedge Obligations, and the holder of any Secured Cash Management Obligations, including any affiliate or branch of Lender, each agent or sub-agent appointed by the Lender from time to time, or any other holder from time to time of any Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

(d) All of the schedules and exhibits attached to this Trademark Security Agreement shall be deemed incorporated herein by reference.

(e) Jersey terms: In this Agreement or any other Loan Document (where the applicable reference relates to any person incorporated, established, constituted or formed under the laws of Jersey) any reference to: (a) insolvency includes, without limitation, bankruptcy (as that term is interpreted pursuant to Article 8 of the Interpretation (Jersey) Law 1954); (b) a compromise or arrangement with any creditor includes, without limitation, any compromise or arrangement with creditors (or any class of creditors) of the type referred to in Article 125 of the Companies (Jersey) Law 1991; (c) a winding-up includes, without limitation, any winding up procedure or process referred to in Part 21 of the Companies (Jersey) Law 1991 and any other provisional winding up, winding up, dissolution, termination, provisional liquidation or liquidation ordered by the Royal Court of Jersey or otherwise effected pursuant to the laws of Jersey; (d) the appointment of a similar officer to a liquidator, receiver, administrative receiver, administrator or compulsory manager includes, without limitation, the Viscount of the Royal Court of Jersey, any authorised, any provisional liquidator or liquidator appointed pursuant to Part 21 of the Companies (Jersey) Law 1991 and any other provisional liquidator, liquidator or receiver appointed by the Royal Court of Jersey or otherwise appointed pursuant to the laws of Jersey; (e) any step being taken in relation to a winding-up includes, without limitation, the service of a statutory demand pursuant to Part 21 of the Companies (Jersey) Law 1991; (f) any step being taken in relation to the appointment of a



similar officer to a liquidator, receiver, administrative receiver, administrator or compulsory manager includes, without limitation, the service of a statutory demand pursuant to Part 21 of the Companies (Jersey) Law 1991; and (g) Lien includes, without limitation, any hypothèque (whether conventional, judicial or arising by operation of law), any lien in respect of any tangible movable property, any security interest created pursuant to the Security Interests (Jersey) Law 1983 and any security interest created pursuant to the Security Interests (Jersey) Law 2012.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit of itself and the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, any other Secured Parties, or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Trademark Collateral to perform all of the duties and obligations thereunder to the same extent as if this Trademark Security Agreement had not been executed, (b) the exercise by Lender or any other Secured Party of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Trademark Collateral, and (c) no Secured Party shall have any obligation or liability under such contracts and agreements included in the Trademark Collateral by reason of this Trademark Security Agreement, nor shall any Secured Party be obligated to perform any of the

obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Trademark Security Agreement, the Credit Agreement, or any other Loan Document, Grantors shall have the right to possession and enjoyment of the Trademark Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents.

5. Representations and Warranties. In order to induce Lender to enter into this Trademark Security Agreement for the benefit of itself and the other Secured Parties, each Grantor makes the following representations and warranties to Lender and the other Secured Parties, which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Closing Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Trademark Security Agreement:

(a) As of the Closing Date, Schedule I (i) provides a complete and correct list of all Trademark Intellectual Property Licenses entered into by any Grantor pursuant to which (A) any Grantor has provided any license or other rights in Trademarks owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (B) any Person has granted to any Grantor any license or other rights in Trademarks owned or controlled by such Person that is material to the business of such Grantor, including any Trademarks that are incorporated in any Inventory, software, or other product marketed, sold, licensed, or distributed by such Grantor; and (ii) provides a complete and correct list of all registered Trademarks owned by any Grantor, all applications for registration of Trademarks owned by any Grantor, and all other Trademarks owned by any Grantor and material to the conduct of the business of any Grantor.

(b) (i) each Grantor owns exclusively or holds licenses in all Trademarks that are necessary in or material to the conduct of its business;

(ii) to each Grantor's knowledge after reasonable inquiry, no Person has infringed or misappropriated or is currently infringing or misappropriating any Trademark rights owned by such Grantor, in each case, that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect;

(iii) (A) to each Grantor's knowledge after reasonable inquiry, (1) such Grantor has never infringed or misappropriated and is not currently infringing or misappropriating any Trademark rights of any Person, and (2) no product manufactured, used, distributed, licensed, or sold by or service provided by such Grantor has ever infringed or misappropriated or is currently infringing or misappropriating any Trademark rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect, and (B) there are no infringement or misappropriation claims or proceedings pending, or to any Grantor's knowledge after reasonable inquiry, threatened in writing against any Grantor, and no Grantor

has received any written notice or other communication of any actual or alleged infringement or misappropriation of any Trademark rights of any Person, in each case, except where such infringement either individually or in the aggregate could not reasonably be expected to result in a Material Adverse Effect;

(iv) to each Grantor's knowledge after reasonable inquiry, all registered Trademarks that are owned by such Grantor and necessary in or material to the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such Trademarks in full force and effect; and

(v) each Grantor has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all trade secrets owned by such Grantor that are necessary in or material to the conduct of the business of such Grantor.

(c) This Trademark Security Agreement creates a valid security interest in the Trademark Collateral of each Grantor, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations. Upon filing any Trademark Security Agreement with the PTO, and the filing of appropriate financing statements listing each applicable Grantor, as a debtor, and Lender, as secured party, all action necessary or desirable to protect and perfect the Security Interest in and on each Grantor's Trademarks has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from any Grantor. All action by any Grantor necessary to protect and perfect such security interest on each item of Trademark Collateral has been duly taken.

(d) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for the grant of a Security Interest by such Grantor in and to the Trademark Collateral pursuant to this Trademark Security Agreement or for the execution, delivery, or performance of this Trademark Security Agreement by such Grantor, except for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force. No Trademark Intellectual Property License of any Grantor that is necessary in or material to the conduct of such Grantor's business requires any consent of any other Person that has not been obtained in order for such Grantor to grant the security interest granted hereunder in such Grantor's right, title or interest in or to such Trademark Intellectual Property License.

6. Covenants. Each Grantor, jointly and severally, covenants and agrees with Lender that from and after the date of this Trademark Security Agreement and until the date of termination of this Trademark Security Agreement in accordance with Section 20:

(a) Each Grantor shall have the duty, with respect to Trademarks that are necessary in or material to the conduct of such Grantor's business, to protect and diligently enforce and defend at such Grantor's expense its Trademarks, including (i) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Trademark rights of any Person, (ii) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Trademark Security Agreement, (iii) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Trademark Intellectual Property Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (iv) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Trademarks to sign agreements containing assignment of Trademark rights and obligations of confidentiality. Each Grantor

further agrees not to abandon any Trademark or Trademark Intellectual Property License that is necessary in or material to the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 6(a) with respect to all new or acquired Trademarks to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in or material to the conduct of such Grantor's business;

(b) Grantors acknowledge and agree that no Secured Party shall have any duties with respect to any Trademark or Trademark Intellectual Property Licenses of any Grantor. Without limiting the generality of this Section 6(b), Grantors acknowledge and agree that no Secured Party shall be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral consisting of Trademarks or Trademark Intellectual Property Licenses against any other Person, but any Secured Party may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(c) On each date on which a Compliance Certificate is to be delivered pursuant to Section 8.2(a) of the Credit Agreement in respect of a fiscal quarter (or, if an Event of Default has occurred and is continuing, more frequently if requested by Lender), each Grantor shall provide Lender with a written report of all new Trademarks that are registered or the subject of pending applications for registrations, and of all Trademark Intellectual Property Licenses that are material to the conduct of such Grantor's business, in each case, which were acquired, registered, or for which applications for registration were filed by any Grantor during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications. In the case of such registrations or applications therefor, which were acquired by any Grantor, each such Grantor shall file the necessary documents with the appropriate Governmental Authority identifying the applicable Grantor as the owner (or as a co-owner thereof, if such is the case) of such Trademarks. In each of the foregoing cases, the applicable Grantor shall promptly cause to be prepared, executed, and delivered to Lender supplemental schedules to the applicable Loan Documents to identify such Trademark registrations and applications therefor (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Trademark Intellectual Property Licenses as being subject to the security interests created thereunder;

(d) Each Grantor shall take reasonable steps to maintain the confidentiality of, and otherwise protect and enforce its rights in, the Trademark that are necessary in or material to the conduct of such Grantor's business, including, as applicable (i) protecting the secrecy and confidentiality of its confidential information and trade secrets by having and enforcing a policy requiring all current employees, consultants, licensees, vendors and contractors with access to such information to execute appropriate confidentiality agreements; (ii) taking actions reasonably necessary to ensure that no trade secret falls into the public domain; and (iii) protecting the secrecy and confidentiality of the source code of all software programs and applications of which it is the owner or licensee by having and enforcing a policy requiring any licensees (or sublicensees) of such source code to enter into license agreements with commercially reasonable use and non-disclosure restrictions;

(e) No Grantor shall enter into any Trademark Intellectual Property License material to the conduct of the business to receive any license or rights in any Trademark of any other Person unless such Grantor has used commercially reasonable efforts to permit the assignment of or grant of a security interest in such Trademark Intellectual Property License (and all rights of Grantor thereunder) to Lender (and any transferees of Lender);

7. Credit Agreement. In the event of any conflict between any provision in this Trademark Security Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

8. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

9. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Lender may reasonably request, in order to perfect and protect the Security Interest granted hereby, to create, perfect or protect the Security Interest purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any of the Trademark Collateral.

(b) Each Grantor authorizes the filing by Lender of financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Lender such other instruments or notices, as Lender may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Lender at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments that contain any information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance. Each Grantor also hereby ratifies any and all financing statements or amendments previously filed by Lender in any jurisdiction.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Trademark Security Agreement without the prior written consent of Lender, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(e) GDC Media hereby irrevocably and unconditionally authorizes the Lender and each legal advisor appointed by the Lender to do, at the cost and expense of GDC Media, all acts and sign on behalf of GDC Media all acts required documents and forms (whether physical or in electronic format) as the Lender and/or such advisor may consider necessary or desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Irish Companies Act in respect of this Trademark Security Agreement. For the avoidance of doubt, this section 9 permits the Lender or its legal adviser to include their e-mail address in any form filed under section 409 of the Irish Companies Act for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office of Ireland.

10. Lender's Right to Perform Contracts, Exercise Rights, Etc. Upon the occurrence and during the continuance of an Event of Default, Lender (or its designee) (a) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could, and (b) shall have the right to use any Grantor's rights under Trademark Intellectual Property Licenses in connection with the enforcement of Lender's rights hereunder, including the right to prepare for sale and sell any and all

Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

11. Lender Appointed Attorney-In-Fact. Each Grantor hereby irrevocably appoints Lender its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Trademark Security Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with any Trademark Collateral of such Grantor;

(b) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Trademark Collateral of such Grantor or otherwise to enforce the rights of Lender with respect to any of the Trademark Collateral;

(c) to use any Trademark or Trademark Intellectual Property Licenses of such Grantor, including but not limited to any labels, trade names, URLs, domain names, industrial designs, or advertising matter, in preparing for sale, advertising for sale, or selling Trademark Collateral; and

(d) Lender, for the benefit of itself and the other Secured Parties, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and Trademark Intellectual Property Licenses and, if Lender shall commence any such suit, the appropriate Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Trademark Security Agreement is terminated.

12. Lender May Perform. If any Grantor fails to perform any agreement contained herein, Lender may itself perform, or cause performance of, such agreement, and the reasonable expenses of Lender incurred in connection therewith shall be payable, jointly and severally, by Grantors.

13. Lender's Duties. The powers conferred on Lender hereunder are solely to protect Lender's interest in the Trademark Collateral, for the benefit of itself and the other Secured Parties, and shall not impose any duty upon Lender to exercise any such powers. Except for the safe custody of any Trademark Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its actual possession if such Trademark Collateral is accorded treatment substantially equal to that which Lender accords its own property.

14. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Lender may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Lender without

demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or any other applicable law), may take immediate possession of all or any portion of the Trademark Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Lender forthwith, assemble all or part of the Trademark Collateral as directed by Lender and make it available to Lender at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit, and upon such other terms as Lender may deem commercially reasonable. Each Grantor agrees that, to the extent notification of sale shall be required by law, at least ten (10) days' notification by mail to the applicable Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notification shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC. Lender shall not be obligated to make any sale of Trademark Collateral regardless of notification of sale having been given. Lender may adjourn any public sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that (A) the internet shall constitute a "place" for purposes of Section 9-610(b) of the UCC and (B) to the extent notification of sale shall be required by law, notification by mail of the URL where a sale will occur and the time when a sale will commence at least ten (10) days' prior to the sale shall constitute a reasonable notification for purposes of Section 9-611(b) of the UCC. Each Grantor agrees that any sale of Trademark Collateral to a licensor pursuant to the terms of a license agreement between such licensor and a Grantor is sufficient to constitute a commercially reasonable sale (including as to method, terms, manner, and time) within the meaning of Section 9-610 of the UCC.

(b) Lender is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's Trademarks, including but not limited to, any labels, trade names, URLs, domain names, industrial designs, and advertising matter, whether owned by any Grantor or with respect to which any Grantor has rights under license, sublicense, or other agreements (including any Trademark Intellectual Property License), as it pertains to the Trademark Collateral, in preparing for sale, advertising for sale and selling any Trademark Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Lender.

(c) Any cash held by Lender as Trademark Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Trademark Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(d) Each Grantor hereby acknowledges that the Secured Obligations arise out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing Lender shall have the right to an immediate writ of possession without notice of a hearing. Lender shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantor may have thereto or the right to have a bond or other security posted by Lender.

15. Remedies Cumulative. Each right, power, and remedy of Lender or any other Secured Party as provided for in this Trademark Security Agreement, the other Loan Documents, any Secured Cash Management Agreement or any Secured Hedge Agreement now or hereafter existing at law or in equity

or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Trademark Security Agreement, the other Loan Documents, the Secured Cash Management Agreements and the Secured Hedge Agreements or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lender or any other Secured Party, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Lender or such other Secured Party of any or all such other rights, powers, or remedies.

16. Marshaling. Lender shall not be required to marshal any present or future collateral security (including but not limited to the Trademark 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 and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Trademark Security 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, each Grantor hereby irrevocably waives the benefits of all such laws.

17. Jersey Customary law waivers. Without prejudice to any other waiver contained in this Agreement or any other Loan Document, each Grantor incorporated, established, constituted or formed under the laws of Jersey waives any right: (a) whether by virtue of the droit de division or otherwise, to require that any liability under this Agreement or any other Loan Document be divided or apportioned with any other Grantor or any other Person or reduced in any way or manner; and (b) whether by virtue of the droit de discussion or otherwise to require that recourse be had to the assets of any other Grantor or any other Person before any claim is enforced against it in respect of the obligations or liabilities assumed by it under this Agreement or any other Loan Document.

18. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify Lender and each other Secured Party from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Trademark Security Agreement (including enforcement of this Trademark Security Agreement) or any other Loan Document to which such Grantor is a party, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the party seeking indemnification as determined by a final non-appealable order of a court of competent jurisdiction. This provision shall survive the termination of this Trademark Security Agreement and the Credit Agreement and the repayment of the Secured Obligations.

(b) Grantors, jointly and severally, shall, upon demand, pay to Lender (or Lender, may charge to the Loan Account) all expenses which Lender may incur in connection with (i) the administration of this Trademark Security Agreement, (ii) the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Trademark Collateral in accordance with this Trademark Security Agreement and the other Loan Documents, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.



19. Merger, Amendments; Etc. THIS TRADEMARK SECURITY AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Trademark Security Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Trademark Security Agreement shall be effective unless the same shall be in writing and signed by Lender and each Grantor to which such amendment applies.

20. Addresses For Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Lender at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

21. Continuing Security Interest: Assignments under Credit Agreement.

(a) This Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until the Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, (ii) be binding upon each Grantor, and their respective successors and assigns, and (iii) inure to the benefit of, and be enforceable by, Lender, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantors or any other Person entitled thereto. At such time, upon Borrowers' request, Lender will authorize the filing of appropriate termination statements to terminate such Security Interest. No transfer or renewal, extension, assignment, or termination of this Trademark Security Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Lender nor the making of any additional Loans by Lender to Borrowers, nor the taking of further security, nor the retaking or re-delivery of the Trademark Collateral to Grantors, or any of them, by Lender, nor any other act of Lender or any other Secured Party, or any of them, shall release any Grantor from any obligation, except a release or discharge executed in writing by Lender in accordance with the provisions of the Credit Agreement. Lender shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Lender would otherwise have had on any other occasion.

(b) Each Grantor agrees that, if any payment made by any Grantor 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 Trademark Collateral are required to be returned by Lender or any other Secured Party to such Grantor, its estate, trustee, receiver, liquidator, examiner, process adviser or any other party, including any Grantor, under any bankruptcy or insolvency law, state or federal or foreign law, common law or

equitable cause, then, to the extent of such payment or repayment, any Lien or other Trademark 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, any Lien or other Trademark Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing clause (a), such Lien, other Trademark 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 such Grantor in respect of any Lien or other Trademark Collateral securing such obligation or the amount of such payment.

22. Survival. All representations and warranties made by the Grantors in this Trademark Security Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Trademark Security Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Trademark Security Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Lender or any other Secured Party may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

23. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(A) THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(B) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH GRANTOR AND SECURED PARTY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 23(B).

(C) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER

COMMON LAW OR STATUTORY CLAIMS (EACH A “CLAIM”). EACH GRANTOR AND SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(D) EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO 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. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(E) NO CLAIM MAY BE MADE BY ANY GRANTOR AGAINST LENDER, ANY OTHER SECURED PARTY, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, SECURED PARTY, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH GRANTOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

24. Lender. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Lender” shall be a reference to Lender, for the benefit of itself and the other Secured Parties.

25. Miscellaneous.

(a) This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement. The foregoing shall apply to each other Loan Document mutatis mutandis.

(b) Any provision of this Trademark Security Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Trademark Security Agreement shall be severable from every other provision of this Trademark Security Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Trademark Security Agreement nor any uncertainty or ambiguity herein shall be construed against Lender, any other Secured Party or any Grantor, whether under any rule of construction or otherwise. This Trademark Security Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.


(e) This Trademark Security Agreement does not extend to any Secured Obligation to the extent that doing so would result in this Trademark Security Agreement (a) constituting unlawful financial assistance on the part of GDC Media within the meaning of section 82 of the Irish Companies Act or (b) constituting on the part of GDC Media a breach of section 239 of the Irish Companies Act.

[SIGNATURE PAGE FOLLOWS]

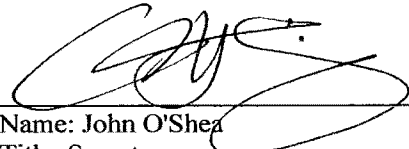
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**GAMBLING.COM GROUP LIMITED**

By:   
Name: Charles Gillespie  
Title: Chief Executive Officer

**GDC MEDIA LIMITED**

By:   
Name: John O'Shea  
Title: Secretary

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008373 FRAME: 0463**

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

**GRANTORS:**

**GAMBLING.COM GROUP LIMITED**

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

Name:

Title:

**GDC MEDIA LIMITED**

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


Name:

Title:

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: 

Name: Cheryl L. Ebner

Title: Director, Commercial Banking

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 008373 FRAME: 0464**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
GDC Media Limited	UK		UK00002632957	2/1/2013
GDC Media limited	Benelux		950261	21/1/2014
GDC Media Limited	Canada	Rotowire	Application	1/18/2022
GDC Media Limited	USA	Bet California	97680186	11/16/2022
GDC Media Limited	Canada	ROTO SPORTS	Application	1/18/2022
GDC Media Limited	USA	Gambling.com	6391533	6/15/2021
GDC Media Limited	EU	Slot Gallina Online	15247562	8/4/2016
GDC Media Limited	Italy	Slot Gallina Online	302015000079057	10/12/2018
GDC Media Limited	UK	Slot Gallina Online	UK00915247562	08/04/2016
GDC Media Limited	EU	Aura Web	15247588	3/14/2017
GDC Media Limited	UK	Aura Web	UK00915247588	05/14/2017
GDC Media Limited	EU		18121164	1/4/2020

GDC Media Limited	USA	Casinos.com	97682344	11/17/2022
GDC Media Limited	USA	Bet Texas	97680181	11/16/2022
GDC Media Limited	USA	ROTOWIRE.COM	4157597	6/12/2012
GDC Media Limited	USA	ROTOWIRE	4157596	6/12/2012
GDC Media Limited	USA	CasinoSource	4032905	9/27/2011
GDC Media Limited	USA	Mock Draft Central	3025731	12/13/2005
GDC Media Limited	USA		4468796	1/21/2014

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

<b><u>Grantor</u></b>	<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Status</u></b>
<b><u>GDC Media Limited</u></b>	USA	ROTO SPORTS	Dead/Abandoned

**Trademark Licenses**

1. Intellectual Property License Agreement, dated December 31, 2020, as amended and restated on January 11, 2022, between GDC Media Limited and GDC America, Inc., pursuant to which GDC America, Inc. has been provided with a non-exclusive license to exploit and maintain certain of GDC Media Limited's intellectual property rights in support of its business operations in the United States.
2. Intellectual Property License Agreement dated, January 11, 2022, between GDC Media Limited and GDC America, Inc., pursuant to which GDC America, Inc. has been provided with a non-



exclusive license to exploit and maintain certain of GDC Media Limited's intellectual property rights that were acquired in 2021 in support of its business operations in the United States.