

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI105338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GDC America, Inc.		03/19/2024	Corporation: FLORIDA
Roto Sports, Inc.		03/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	P.O. Box 760776		
Internal Address:	MAC T7422-012		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78245		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5952049	AMERICAN GAMBLING AWARDS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
ATTORNEY DOCKET NUMBER:	97965113		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	Ted Mulligan		
DATE SIGNED:	03/19/2024		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of March 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), 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 (in such capacity, together with its successors and assigns in such capacity, “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”), Wells Fargo, as lender (“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, Lender and the other Secured Parties are willing to make the 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, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, for the benefit of itself and the other Secured Parties, that certain Guaranty and Security Agreement, dated as of March 19, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of itself and the other Secured Parties, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

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 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.

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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of itself and the other Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. 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 Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 Trademark Security 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.

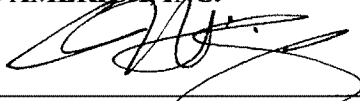
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

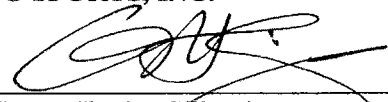
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GDC AMERICA, INC.

By: 
Name: Charles Gillespie
Title: Authorized Signatory

ROTO SPORTS, INC.

By: 
Name: Charles Gillespie
Title: Authorized Signatory

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:

GDC AMERICA, INC.

By: _____
Name:
Title:


ROTO SPORTS, INC.

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: 0485**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
GDC America, Inc.	USA	AMERICAN GAMBLING AWARDS	5952049	12/31/2019

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

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.
3. Intellectual Property Sub-License Agreement, dated January 11, 2022, between GDC America, Inc. and Roto Sports, Inc., pursuant to which Roto Sports, Inc. has been provided with a non-exclusive non-sublicensable sub-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.

EXHIBIT A
To Trademark Coversheet

1. Name of Conveying Parties:
 - a. GDC America, Inc., a Florida corporation
 - b. Roto Sports, Inc., a Delaware corporation