

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849655

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	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	HSBC Bank PLC		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Public Limited Company: UNITED KINGDOM		
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:	6666856	AMAZING FACT GENERATOR	
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	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive
Address Line 2: Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	10/30/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 20, 2023, by and between **HSBC BANK PLC** (“**Bank**”) and **PRO SPORTORITY (ISRAEL) LTD**, an Israeli corporation with its principal place of business located at 8 Yitzhak Sade St., Tel Aviv Israel, 6777508 (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain of its affiliates (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among (i) Bank, (ii) Grantor, (iii) Minute Media Inc, a company registered under the laws of Cayman Islands with registered number 381250, (iv) Sportority Inc., a company organized under the laws of the State of Delaware, and (v) Sportority UK Ltd, a private limited liability company incorporated under the laws of England & Wales with company number 08860747, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. On or about the date hereof, Bank and Kreos Capital VII Aggregator SCSP entered into that certain Intercreditor Agreement, which may be amended from time to time in accordance with its terms (the “**Intercreditor Agreement**”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate

original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Intercreditor Agreement. The enforcement of this Agreement (as the case may be), the relative priority of the security interests in and to the Collateral as created hereunder and the manner of allocation of any proceeds derived from the Collateral, is subject in all respects to the provisions of the Intercreditor Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Choice of Law, Venue, and Jury Trial. Each Grantor hereby irrevocably and unconditionally agrees that the provisions of Section 11 of the Loan Agreement shall be incorporated herein, *mutatis mutandis*, as if set forth herein in full.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PRO SPORTORITY (ISRAEL) LTD

By: DocuSigned by:
Asaf Peled
82AFF509FE0044A...

Title: CEO Asaf Peled

BANK:

HSBC BANK PLC

By: DocuSigned by:
Darryll Coates
25B4BCB5D7484D7...

Title: Head of ECU Darryll Coates

EXHIBIT A

Copyrights

1. REGISTERED COPYRIGHTS

OWNER	TITLE	REGISTRATION NUMBER	DATE
Pro Sportority (Israel) Ltd.	Amazing Facts from Mental Floss 2023 Day-to-Day Calendar: Fascinating Trivia From Mental Floss's Amazing Fact Generator.	TX0009272217	2023-03-09
Pro Sportority (Israel) Ltd.	The Curious Reader 2023 Day-to-Day Calendar: Literary Miscellany for Book Lovers.	TX0009257469	2023-03-09
Pro Sportority (Israel) Ltd.	The Curious Viewer 2023 Day-to-Day Calendar: Ultimate TV Trivia.	TX0009272204	2023-03-09

2. COPYRIGHT APPLICATIONS

None

EXHIBIT B

Patents

1. REGISTERED PATENTS

None

2. PATENT APPLICATIONS

None

EXHIBIT C

Trademarks

1. REGISTERED TRADEMARKS

United States:

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Pro Sportority (Israel) Ltd	6703776	90MIN	April 19, 2022
Pro Sportority (Israel) Ltd	3092596	MENTAL FLOSS	May 16, 2006
Pro Sportority (Israel) Ltd	5431166	MENTAL FLOSS	March 27, 2018
Pro Sportority (Israel) Ltd	2985093	MENTAL FLOSS	August 16, 2005
Pro Sportority (Israel) Ltd	6375761	MENTAL FLOSS	June 8, 2021
Pro Sportority (Israel) Ltd	4703937	SMARTYPANTS	March 17, 2015
Pro Sportority (Israel) Ltd	6666856	AMAZING FACT GENERATOR	March 8, 2022
Pro Sportority (Israel) Ltd	3629548	THE BIG LEAD	June 2, 2009
Pro Sportority (Israel) Ltd	6834661	DBLTAP	August 30, 2022
Pro Sportority (Israel) Ltd	6511638	DBLTAP	October 5, 2021
Pro Sportority (Israel) Ltd	4783230	THE PLAYERS' TRIBUNE	July 28, 2015
Pro Sportority (Israel) Ltd	6592761	THE PLAYERS' TRIBUNE	December 21, 2021
Pro Sportority (Israel) Ltd	6029399	THE PLAYERS' TRIBUNE	April 7, 2020
Pro Sportority (Israel) Ltd	4840939	FANSIDED	October 27, 2015
Pro Sportority (Israel) Ltd	7018139	FANSIDED	April 4, 2023
Pro Sportority (Israel) Ltd	7050148	BETSIDED	May 9, 2023
Pro Sportority (Israel) Ltd	6465763	MINUTE MEDIA [word mark]	August 31, 2021
Pro Sportority (Israel) Ltd	6465766	MINUTE MEDIA [styled]	August 31, 2021
Pro Sportority (Israel) Ltd	6549574	VOLTAX [word mark]	November 9, 2021

Other jurisdictions:

OWNER	REGISTRATION NUMBER	JURISDICTION	TRADEMARK	REGISTRATION DATE
Pro Sportority (Israel) Ltd.	1767409	Australia	THE PLAYERS' TRIBUNE	February 22, 2016
Pro Sportority (Israel) Ltd.	1861600	Australia	PLAYERSVOICE	August 2, 2017
Pro Sportority (Israel) Ltd.	501553415	Brazil	MINUTE MEDIA [word mark]	August 10, 2021
Pro Sportority (Israel) Ltd.	501553606	Brazil	MINUTE MEDIA [styled]	August 10, 2021
Pro Sportority (Israel) Ltd.	501550196	Brazil	VOLTAX [word mark]	July 27, 2021
Pro Sportority (Israel) Ltd.	TMA653073	Canada	MENTAL FLOSS	November 11, 2005
Pro Sportority (Israel) Ltd.	TMA1079228	Canada	THE PLAYERS' TRIBUNE	June 2, 2020
Pro Sportority (Israel) Ltd.	TMA1178612	Canada	VOLTAX [word mark]	May 10, 2023
Pro Sportority (Israel) Ltd.	1296601	China	THE PLAYERS' TRIBUNE	July 7, 2017
Pro Sportority (Israel) Ltd.	1296601	Colombia	THE PLAYERS' TRIBUNE	February 22, 2016
Pro Sportority (Israel) Ltd.	1296601	Cuba	THE PLAYERS' TRIBUNE	March 7, 2017
Pro Sportority (Israel) Ltd.	13094561	European Union	90MIN	May 4, 2015
Pro Sportority (Israel) Ltd.	9950891	European Union	MENTAL FLOSS	January 12, 2012
Pro Sportority (Israel) Ltd.	1296601	European Union	THE PLAYERS' TRIBUNE	February 22, 2016
Pro Sportority (Israel) Ltd.	18564233	European Union	FANSIDED	May 18, 2022
Pro Sportority (Israel) Ltd.	1553415	European Union	MINUTE MEDIA [word mark]	May 17, 2020
Pro Sportority (Israel) Ltd.	1553606	European Union	MINUTE MEDIA [styled]	May 17, 2020
Pro Sportority (Israel) Ltd.	1550196	European Union	VOLTAX [word mark]	May 17, 2020
Pro Sportority (Israel) Ltd.	327635	Israel	MINUTE MEDIA [word mark]	October 10, 2020
Pro Sportority (Israel) Ltd.	327636	Israel	MINUTE MEDIA [styled]	October 10, 2020
Pro Sportority (Israel) Ltd.	327637	Israel	VOLTAX [word mark]	October 10, 2020
Pro Sportority (Israel) Ltd.	1296601	Japan	THE PLAYERS' TRIBUNE	July 27, 2018
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE	May 14, 2020
Pro Sportority (Israel) Ltd.	1978332	Mexico	THE PLAYERS' TRIBUNE	May 14, 2020
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE	May 14, 2020

OWNER	REGISTRATION NUMBER	JURISDICTION	TRADEMARK	REGISTRATION DATE
Pro Sportority (Israel) Ltd.	1978331	Mexico	THE PLAYERS' TRIBUNE	May 14, 2020
Pro Sportority (Israel) Ltd.	1089136	New Zealand	THE PLAYERS' TRIBUNE	March 20, 2018
Pro Sportority (Israel) Ltd.	1105368	New Zealand	PLAYERSVOICE	October 18, 2018
Pro Sportority (Israel) Ltd.	1296601	Russian Federation	THE PLAYERS' TRIBUNE	February 28, 2017
Pro Sportority (Israel) Ltd.	2018/07944	South Africa	THE PLAYERS' TRIBUNE	September 7, 2020
Pro Sportority (Israel) Ltd.	1296601	South Korea	THE PLAYERS' TRIBUNE	October 9, 2017
Pro Sportority (Israel) Ltd.	UK00003064795	United Kingdom	90MIN	November 21, 2014
Pro Sportority (Israel) Ltd.	UK00913094561	United Kingdom	90MIN	May 04, 2015
Pro Sportority (Israel) Ltd.	UK00003182346	United Kingdom	MENTAL FLOSS	November 25, 2016
Pro Sportority (Israel) Ltd.	UK00909950891	United Kingdom	MENTAL FLOSS	January 12, 2012
Pro Sportority (Israel) Ltd.	UK00003519055	United Kingdom	DBLTAP	November 20, 2020
Pro Sportority (Israel) Ltd.	UK00801296601	United Kingdom	THE PLAYERS' TRIBUNE	September 30, 2016
Pro Sportority (Israel) Ltd.	UK00801296601	United Kingdom	THE PLAYERS' TRIBUNE	September 30, 2016
Pro Sportority (Israel) Ltd.	UK00003320183	United Kingdom	PLAYERSVOICE	September 21, 2018
Pro Sportority (Israel) Ltd.	UK00003699674	United Kingdom	FANSIDED	December 24, 2021
Pro Sportority (Israel) Ltd.	WO0000001553415	United Kingdom	MINUTE MEDIA [word mark]	March 30, 2021
Pro Sportority (Israel) Ltd.	WO0000001553606	United Kingdom	MINUTE MEDIA [styled]	January 14, 2021
Pro Sportority (Israel) Ltd.	WO0000001550196	United Kingdom	VOLTAX [word mark]	December 17, 2020
Pro Sportority (Israel) Ltd.	1296601	WIPO	THE PLAYERS' TRIBUNE	August 28, 2017
Pro Sportority (Israel) Ltd.	1553415	WIPO	MINUTE MEDIA [word mark]	August 31, 2021
Pro Sportority (Israel) Ltd.	1553606	WIPO	MINUTE MEDIA [styled]	August 31, 2021
Pro Sportority (Israel) Ltd.	1550196	WIPO	VOLTAX [word mark]	May 17, 2020

2. TRADEMARK APPLICATIONS

United States:

OWNER	APPLICATION	TRADEMARK	FILING DATE
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	NUMBER		
Pro Sportority (Israel) Ltd	90619666	BETSIDED	April 1, 2021

Other jurisdictions:

OWNER	APPLICATION NUMBER	JURISDICTION	TRADEMARK	FILING DATE
Pro Sportority (Israel) Ltd.	930988876	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	930988892	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	930988922	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	930988930	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	930988965	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	930988981	Brazil	THE PLAYERS' TRIBUNE	June 30, 2023
Pro Sportority (Israel) Ltd.	4012575	India	PLAYERSVOICE	November 30, 2018
Pro Sportority (Israel) Ltd.	2135958	Canada	FANSIDED	September 24, 2021
Pro Sportority (Israel) Ltd.	2142642	Canada	FANSIDED	October 26, 2021
Pro Sportority (Israel) Ltd.	2056158	Canada	MINUTE MEDIA [word mark]	May 17, 2020
Pro Sportority (Israel) Ltd.	2056157	Canada	MINUTE MEDIA [styled]	May 17, 2020

EXHIBIT D

Mask Works

None.