

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4016084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZUFFA, LLC	08/18/2016
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12765364
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	MICHAEL VIOLET
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/22/2016
Total Attachments: 6	
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EXECUTION VERSION

SECOND LIEN PATENT SECURITY AGREEMENT dated as of August 18, 2016 (this "Agreement"), among the Grantors named on the signature page hereto (each, a "Grantor" and collectively, the "Grantors") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of August 18, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Zuffa Guarantor, LLC, a Delaware limited liability company ("Holdings"), UFC Holdings, LLC ("UFC Holdings"), VGD Merger Sub, LLC, a Delaware limited liability company ("VGD Merger Sub") (which on the Effective Date shall be merged with and into UFC Holdings with UFC Holdings surviving such merger), the Lenders party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and as Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of August 18, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, VGD Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Patents listed on Schedule I (the "Patent Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to the Collateral Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Inter-

creditor Agreement), including liens and security interests granted to Goldman Sachs Bank USA, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent under the Collateral Agreement is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

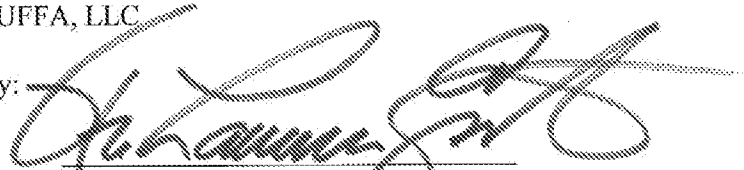
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZUFFA, LLC

By:

A handwritten signature in black ink, appearing to read 'Ike Lawrence Epstein', written over a horizontal line.

Name: Ike Lawrence Epstein
Title: Chief Operating Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Peter Cucchiara

Name: Peter Cucchiara
Title: Vice President

By: Anca Trifan

Name: Anca Trifan
Title: Managing Director

Schedule I

Patents

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	FIGHTING GLOVE	12765364	4/22/2010	20150143600	05/28/2015	Zuffa, LLC

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