

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4747401

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPORTSENGINE LLC	12/20/2017
RECEIVING PARTY DATA		
Name:	NBCUNIVERSAL MEDIA, LLC	
Street Address:	30 ROCKEFELLER PLAZA	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10112	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	13273661	
Application Number:	13834144	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	2023704750	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	DARLENA BARI STARK	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F174488	
NAME OF SUBMITTER:	SONYA JACKMAN	
SIGNATURE:	/Sonya Jackman/	
DATE SIGNED:	12/21/2017	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, SportsEngine LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, SportsEngine, Inc. (f/k/a Sport Ngin, Inc.) (the “**Borrower**”), the Grantor and NBCUniversal Media, LLC, as Secured Party, are parties to that certain Credit Agreement dated as of June 2, 2016 (as amended pursuant to that certain Amendment No. 1 to Credit Agreement dated as of August 30, 2016, as further amended pursuant to that certain Amendment No. 2 to Credit Agreement dated as of March 6, 2017, as further amended pursuant to that certain Amendment No. 3 to Credit Agreement dated as of December 20, 2017, and as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of June 2, 2016 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Grantor, the Guarantors party thereto and NBCUniversal Media, LLC, as Secured Party (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below) (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1

hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).


For so long as the Security Agreement remains in effect, the Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

To the extent prohibited in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of December, 2017.

SPORTSENGINE LLC

By: 
Name: JUSTIN KAWENSSEER
Title: CEO

Acknowledged:

NBCUNIVERSAL MEDIA, LLC,
as Secured Party

By: _____
Name: _____
Title: _____

[IP Security Agreement - Patent]

PATENT
REEL: 044465 FRAME: 0811

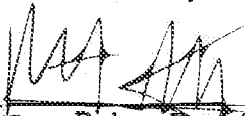
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of December, 2017.

SPORTSENGINE LLC

By: _____
Name:
Title:

Acknowledged:

NBCUNIVERSAL MEDIA, LLC,
as Secured Party

By:  _____
Name: Robert Estroff
Title: Executive Vice President,
Global Corporate
Development and Strategy

[IP Security Agreement - Patent]

PATENT
REEL: 044465 FRAME: 0812

**Schedule 1
to Patent
Security Agreement**

SPORTSENGINE LLC

PATENTS AND DESIGN PATENTS

Patent No.	Issued	Expiration	Country	Title
None.				

PATENT APPLICATIONS

Case No.	Serial No.	Country	Date	Filing Title
	13/273,661	United States	10/14/2011	Method and System to Facilitate Transactions Between Organization Registrants and Merchandise Suppliers
	13/834,144	United States	3/15/2013	Managing Compliance For Participation In Organization Activities

PATENT LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None.			