PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6165017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PEERLESS MEDIA LTD.	06/08/2020

RECEIVING PARTY DATA

Name:	M3A LP	
Street Address:	150 GREENWICH STREET, FLOOR 29	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10007	
Name:	ANSON INVESTMENTS MASTER FUND LP	
Street Address:	155 UNIVERSITY AVENUE, SUITE 207	
Internal Address:	C/O ANSON ADVISORS INC.	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 3B7	

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	10617957
Patent Number:	10657764
Patent Number:	7234702
Patent Number:	8480089
Application Number:	15635442
Application Number:	16168222
Application Number:	62577031

CORRESPONDENCE DATA

Fax Number: (312)201-0022

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.

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Correspondent Name: ALEX SHTRAYM

Address Line 1: 53 W. JACKSON BLVD., SUITE 1352

506118293 REEL: 053192 FRAME: 0481

PATENT

Address Line 4: CHIC	CHICAGO, ILLINOIS 60604	
ATTORNEY DOCKET NUMBER:	0441-0012	
NAME OF SUBMITTER:	ALEX SHTRAYM	
SIGNATURE:	/Alex Shtraym #74,172/	
DATE SIGNED:	06/22/2020	

Total Attachments: 105

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 8, 2020 (this "<u>Agreement</u>"), is among Allied Esports Entertainment Inc., a Delaware corporation (the "<u>Company</u>"), all of the Subsidiaries of the Company (such subsidiaries, the "<u>Guarantors</u>" and together with the Company, the "<u>Debtors</u>"), the holders of the Company's Senior Secured Convertible Notes due twenty-four (24) months following their issuance, in the original aggregate principal amount of \$9,600,000.30 (collectively, the "<u>Notes</u>") signatory hereto, their endorsees, transferees and assigns (collectively, the "<u>Secured Parties</u>") and M3A LP, in its capacity as agent for the Secured Parties ("<u>M3A</u>" or "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement (as defined in the Notes), the Secured Parties have severally agreed to extend the loans to the Company evidenced by the Notes;

WHEREAS, pursuant to a certain Subsidiary Guarantee, dated as of the date hereof (the "Guarantee"), the Guarantors have jointly and severally agreed to guarantee and act as surety for payment of such Notes; and

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Notes, each Debtor has agreed to execute and deliver to the Secured Parties this Agreement and to grant the Secured Parties, <u>pari passu</u> with each other Secured Party and through the Agent (as defined in Section 18 hereof), a security interest in certain property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Notes and the Guarantors' obligations under the Guarantee.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **Certain Definitions**. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account", "chattel paper", "commercial tort claim", "deposit account", "document", "equipment", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC.
 - (a) "Collateral" means the collateral in which the Secured Parties are granted a security interest by this Agreement and which shall include the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends,

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interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Securities (as defined below):

- (i) All goods, including, without limitation, (A) all machinery, equipment, computers, motor vehicles, trucks, tanks, boats, ships, appliances, furniture, special and general tools, fixtures, test and quality control devices and other equipment of every kind and nature and wherever situated, together with all documents of title and documents representing the same, all additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing and all other items used and useful in connection with any Debtor's businesses and all improvements thereto; and (B) all inventory;
- (ii) All contract rights and other general intangibles, including, without limitation, all partnership interests, membership interests, stock or other securities, rights under any of the Organizational Documents, agreements related to the Pledged Securities, licenses, distribution and other agreements, computer software (whether "off-the-shelf", licensed from any third party or developed by any Debtor), computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, Intellectual Property and income tax refunds;
- (iii) All accounts, together with all instruments, all documents of title representing any of the foregoing, all rights in any merchandising, goods, equipment, motor vehicles and trucks which any of the same may represent, and all right, title, security and guaranties with respect to each account, including any right of stoppage in transit;
 - (iv) All documents, letter-of-credit rights, instruments and chattel paper;
 - (v) All commercial tort claims;
- (vi) All deposit accounts and all cash (whether or not deposited in such deposit accounts);
 - (vii) All investment property;
 - (viii) All supporting obligations; and
- (ix) All files, records, books of account, business papers, and computer programs; and
- (x) the products and proceeds of all of the foregoing Collateral set forth in clauses (i)-(ix) above.

Without limiting the generality of the foregoing, the "Collateral" shall include all investment property and general intangibles respecting ownership

and/or other equity interests in each Guarantor, including, without limitation, the shares of capital stock and the other equity interests listed on Schedule H hereto (as the same may be modified from time to time pursuant to the terms hereof), and any other shares of capital stock and/or other equity interests of any other direct or indirect subsidiary of any Debtor obtained in the future, and, in each case, all certificates representing such shares and/or equity interests and, in each case, all rights, options, warrants, stock, other securities and/or equity interests that may hereafter be received, receivable or distributed in respect of, or exchanged for, any of the foregoing and all rights arising under or in connection with the Pledged Securities, including, but not limited to, all dividends, interest and cash.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute an assignment of any asset which, in the event of an assignment, becomes void by operation of applicable law or the assignment of which is otherwise prohibited by applicable law (in each case to the extent that such applicable law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the UCC or other similar applicable law); provided, however, that to the extent permitted by applicable law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by applicable law, this Agreement shall create a valid security interest in the proceeds of such asset.

- "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.
- (c) "<u>Majority in Interest</u>" means, at any time of determination, the majority in interest (based on then-outstanding principal amounts of Notes at the time of such determination) of the Secured Parties.

- (d) "<u>Necessary Endorsement</u>" means undated stock powers endorsed in blank or other proper instruments of assignment duly executed and such other instruments or documents as the Agent (as that term is defined below) may reasonably request.
- "Obligations" means all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of any Debtor to the Secured Parties, including, without limitation, all obligations under this Agreement, the Notes, the Guarantee and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any of the Secured Parties as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) principal of, and interest on the Notes and the loans extended pursuant thereto; (ii) any and all other fees, indemnities, costs, obligations and liabilities of the Debtors from time to time under or in connection with this Agreement, the Notes, the Guarantee and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Debtor.
- (f) "Organizational Documents" means with respect to any Debtor, the documents by which such Debtor was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Debtor (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).
- (g) "<u>Pledged Interests</u>" shall have the meaning ascribed to such term in Section 4(j).
- (h) "<u>Pledged Securities</u>" shall have the meaning ascribed to such term in Section 4(i).
- (i) "<u>UCC</u>" means the Uniform Commercial Code of the State of New York and or any other applicable law of any state or states which has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that defined terms in the UCC should be construed in their broadest sense so that the term "Collateral" will be construed in its broadest sense. Accordingly if there are, from time to time, changes to defined terms in the UCC that broaden the definitions, they are

incorporated herein and if existing definitions in the UCC are broader than the amended definitions, the existing ones shall be controlling.

- 2. **Grant of Security Interest in Collateral**. As an inducement for the Secured Parties to extend the loans as evidenced by the Notes and to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Debtor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Secured Parties a security interest in and to, a lien upon and a right of set-off against all of their respective right, title and interest of whatsoever kind and nature in and to, the Collateral (a "Security Interest" and, collectively, the "Security Interests").
- 3. **Delivery of Certain Collateral**. Contemporaneously or prior to the execution of this Agreement, each Debtor shall deliver or cause to be delivered to the Agent (a) any and all certificates and other instruments representing or evidencing the Pledged Securities, and (b) any and all certificates and other instruments or documents representing any of the other Collateral, in each case, together with all Necessary Endorsements. The Debtors are, contemporaneously with the execution hereof, delivering to Agent, or have previously delivered to Agent, a true and correct copy of each Organizational Document governing any of the Pledged Securities.
- 4. **Representations, Warranties, Covenants and Agreements of the Debtors**. Except as set forth under the corresponding section of the disclosure schedules delivered to the Secured Parties concurrently herewith (the "<u>Disclosure Schedules</u>"), which Disclosure Schedules shall be deemed a part hereof, each Debtor represents and warrants to, and covenants and agrees with, the Secured Parties as follows:
 - (a) Each Debtor has the requisite corporate, partnership, limited liability company or other power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by each Debtor of this Agreement and the filings contemplated therein have been duly authorized by all necessary action on the part of such Debtor and no further action is required by such Debtor. This Agreement has been duly executed by each Debtor. This Agreement constitutes the legal, valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors and by general principles of equity.
 - (b) The Debtors have no place of business or offices where their respective books of account and records are kept (other than temporarily at the offices of its attorneys or accountants) or places where Collateral is stored or located, except as set forth on Schedule A attached hereto. Except as specifically set forth on Schedule A, each Debtor is the record owner of the real property where such Collateral is located, and there exist no mortgages or other liens on any such real property except for Permitted Liens (as defined below). Except as disclosed on Schedule A, none of such Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor.

- (c) Except for liens permitted under the Purchase Agreement and except as set forth on Schedule B attached hereto (collectively, the "Permitted Liens"), the Debtors are the sole owner of the Collateral (except for non-exclusive licenses granted by any Debtor in the ordinary course of business), free and clear of any liens, security interests, encumbrances, rights or claims, and are fully authorized to grant the Security Interests. Except as set forth on Schedule C attached hereto, there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement, license or transfer or any notice of any of the foregoing (other than those that will be filed in favor of the Secured Parties pursuant to this Agreement) covering or affecting any of the Collateral. Except as set forth on Schedule C attached hereto and except pursuant to this Agreement, as long as this Agreement shall be in effect, the Debtors shall not execute and shall not knowingly permit to be on file in any such office or agency any other financing statement or other document or instrument (except to the extent filed or recorded in favor of the Secured Parties pursuant to the terms of this Agreement).
- (d) No written claim has been received that any Collateral or any Debtor's use of any Collateral violates the rights of any third party. There has been no adverse decision to any Debtor's claim of ownership rights in or exclusive rights to use the Collateral in any jurisdiction or to any Debtor's right to keep and maintain such Collateral in full force and effect, and there is no proceeding involving said rights pending or, to the best knowledge of any Debtor, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority.
- (e) Each Debtor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral at the locations set forth on Schedule A attached hereto and may not relocate such books of account and records or tangible Collateral unless it delivers to the Secured Parties at least 30 days prior to such relocation (i) written notice of such relocation and the new location thereof (which must be within the United States) and (ii) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to perfect the Security Interests to create in favor of the Secured Parties a valid, perfected and continuing perfected first priority lien in the Collateral.
- (f) This Agreement creates in favor of the Secured Parties a valid security interest in the Collateral, subject only to Permitted Liens securing the payment and performance of the Obligations. Upon making the filings described in the immediately following paragraph, all security interests created hereunder in any Collateral which may be perfected by filing Uniform Commercial Code financing statements shall have been duly perfected. Except for the filing of the Uniform Commercial Code financing statements referred to in the immediately following paragraph, the recordation of the Intellectual Property Security Agreement (as defined in Section 4(p) hereof) with respect to copyrights and copyright applications in the United States Copyright Office referred to in paragraph (m), the execution and delivery of deposit account control agreements satisfying the requirements of Section 9-104(a)(2) of the UCC with respect to each deposit account of the Debtors, and the delivery of the certificates and other instruments provided in Section 3, no action is necessary to create, perfect or protect the security interests created

hereunder. Without limiting the generality of the foregoing, except for the filing of said financing statements, the recordation of said Intellectual Property Security Agreement, and the execution and delivery of said deposit account control agreements, no consent of any third parties and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (i) the execution, delivery and performance of this Agreement, (ii) the creation or perfection of the Security Interests created hereunder in the Collateral or (iii) the enforcement of the rights of the Agent and the Secured Parties hereunder.

- (g) Each Debtor hereby authorizes the Agent to file one or more financing statements under the UCC, with respect to the Security Interests, with the proper filing and recording agencies in any jurisdiction deemed proper by it.
- (h) The execution, delivery and performance of this Agreement by the Debtors does not (i) violate any of the provisions of any Organizational Documents of any Debtor or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation applicable to any Debtor or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing any Debtor's debt or otherwise) or other understanding to which any Debtor is a party or by which any property or asset of any Debtor is bound or affected. If any, all required consents (including, without limitation, from stockholders or creditors of any Debtor) necessary for any Debtor to enter into and perform its obligations hereunder have been obtained.
- (i) The capital stock and other equity interests listed on <u>Schedule H</u> hereto (the "<u>Pledged Securities</u>") represent all of the capital stock and other equity interests of the Guarantors, other than the shares of capital stock and equity interests held by certain Guarantors in WPT Studios Worldwide Limited, LLC, WPT Studios Worldwide Limited, and Esports Arena LLC, set forth in <u>Schedule H-1</u>, and the capital stock and other equity interests listed on <u>Schedule H-1</u> hereto represent all capital stock and other equity interests owned, directly or indirectly, by the Company. All of the Pledged Securities are validly issued, fully paid and nonassessable, and the Company is the legal and beneficial owner of the Pledged Securities, free and clear of any lien, security interest or other encumbrance except for the security interests created by this Agreement and other Permitted Liens.
- (j) The ownership and other equity interests in partnerships and limited liability companies (if any) included in the Collateral (the "<u>Pledged Interests</u>") by their express terms do not provide that they are securities governed by Article 8 of the UCC and are not held in a securities account or by any financial intermediary.
- (k) Each Debtor shall at all times maintain the liens and Security Interests provided for hereunder as valid and perfected first priority liens and security interests in the Collateral in favor of the Secured Parties until this Agreement and the Security Interest hereunder shall be terminated pursuant to Section 14 hereof. Each Debtor hereby agrees

to defend the same against the claims of any and all persons and entities. Each Debtor shall safeguard and protect all Collateral for the account of the Secured Parties. At the request of the Agent, each Debtor will sign and deliver to the Agent on behalf of the Secured Parties at any time or from time to time one or more financing statements pursuant to the UCC in form reasonably satisfactory to the Agent and will pay the cost of filing the same in all public offices wherever filing is, or is deemed by the Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, each Debtor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the Security Interests hereunder, and each Debtor shall obtain and furnish to the Agent from time to time, upon demand, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the Security Interests hereunder.

- (l) No Debtor will transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral (except for non-exclusive licenses granted by a Debtor in its ordinary course of business and sales of inventory by a Debtor in its ordinary course of business) without the prior written consent of a Majority in Interest.
- (m) Each Debtor shall keep and preserve its equipment, inventory and other tangible Collateral in good condition, repair and order and shall not operate or locate any such Collateral (or cause to be operated or located) in any area excluded from insurance coverage.
- Each Debtor shall maintain with financially sound and reputable insurers, (n) insurance with respect to the Collateral, including Collateral hereafter acquired, against loss or damage of the kinds and in the amounts customarily insured against by entities of established reputation having similar properties similarly situated and in such amounts as are customarily carried under similar circumstances by other such entities and otherwise as is prudent for entities engaged in similar businesses but in any event sufficient to cover the full replacement cost thereof. Each Debtor shall cause each insurance policy issued in connection herewith to provide, and the insurer issuing such policy to certify to the Agent, that (a) the Agent will be named as lender loss payee and additional insured under each such insurance policy; (b) if such insurance be proposed to be cancelled or materially changed for any reason whatsoever, such insurer will promptly notify the Agent and such cancellation or change shall not be effective as to the Agent for at least thirty (30) days after receipt by the Agent of such notice, unless the effect of such change is to extend or increase coverage under the policy; and (c) the Agent will have the right (but no obligation) at its election to remedy any default in the payment of premiums within thirty (30) days of notice from the insurer of such default. If no Event of Default (as defined in the Notes) exists and if the proceeds arising out of any claim or series of related claims do not exceed \$100,000, loss payments in each instance will be applied by the applicable Debtor to the repair and/or replacement of property with respect to which the loss was incurred to the extent reasonably feasible, and any loss payments or the balance thereof remaining, to the extent not so applied, shall be payable to the applicable Debtor; provided, however, that payments received by any Debtor after an Event of Default occurs and is continuing or in excess of \$100,000 for any occurrence or series of related occurrences shall be paid to the Agent on behalf of the Secured Parties and, if received by such Debtor, shall be held in

trust for the Secured Parties and immediately paid over to the Agent unless otherwise directed in writing by the Agent. Copies of such policies or the related certificates, in each case, naming the Agent as lender loss payee and additional insured shall be delivered to the Agent at least annually and at the time any new policy of insurance is issued.

- (o) Each Debtor shall, within ten (10) days of obtaining knowledge thereof, advise the Secured Parties promptly, in sufficient detail, of any material adverse change in the Collateral, and of the occurrence of any event which would have a material adverse effect on the value of the Collateral or on the Secured Parties' security interest, through the Agent, therein.
- (p) Each Debtor shall promptly execute and deliver to the Agent such further assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Agent may from time to time request and may in its sole discretion deem necessary to perfect, protect or enforce the Secured Parties' security interest in the Collateral including, without limitation, if applicable, the execution and delivery of a separate security agreement with respect to each Debtor's Intellectual Property ("Intellectual Property Security Agreement") in which the Secured Parties have been granted a security interest hereunder, substantially in a form reasonably acceptable to the Agent, which Intellectual Property Security Agreement, other than as stated therein, shall be subject to all of the terms and conditions hereof.
- (q) Each Debtor shall permit the Agent and its representatives and agents to inspect the Collateral during normal business hours and upon reasonable prior notice, and to make copies of records pertaining to the Collateral as may be reasonably requested by the Agent from time to time.
- (r) Each Debtor shall take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.
- (s) Each Debtor shall promptly notify the Secured Parties in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Debtor that may materially affect the value of the Collateral, the Security Interest or the rights and remedies of the Secured Parties hereunder.
- (t) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of any Debtor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.
- (u) The Debtors shall at all times preserve and keep in full force and effect their respective valid existence and good standing and any rights and franchises material to its business.

- (v) No Debtor will change its name, type of organization, jurisdiction of organization, organizational identification number (if it has one), legal or corporate structure, or identity, or add any new fictitious name unless it provides at least 30 days prior written notice to the Secured Parties of such change and, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.
- (w) Except in the ordinary course of business, no Debtor may consign any of its inventory or sell any of its inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale without the consent of the Agent which shall not be unreasonably withheld.
- (x) No Debtor may relocate its chief executive office to a new location without providing thirty (30) days prior written notification thereof to the Secured Parties and so long as, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.
- (y) Each Debtor was organized and remains organized solely under the laws of the state set forth next to such Debtor's name in <u>Schedule D</u> attached hereto, which <u>Schedule D</u> sets forth each Debtor's organizational identification number or, if any Debtor does not have one, states that one does not exist.
- (z) (i) The actual name of each Debtor is the name set forth in <u>Schedule D</u> attached hereto; (ii) no Debtor has any trade names except as set forth on <u>Schedule E</u> attached hereto; (iii) no Debtor has used any name other than that stated in the preamble hereto or as set forth on <u>Schedule E</u> for the preceding five years; and (iv) no entity has merged into any Debtor or been acquired by any Debtor within the past five years except as set forth on <u>Schedule E</u>.
- (aa) At any time and from time to time that any Collateral consists of instruments, certificated securities or other items that require or permit possession by the secured party to perfect the security interest created hereby, the applicable Debtor shall deliver such Collateral to the Agent.
- (bb) Each Debtor, in its capacity as issuer, hereby agrees to comply with any and all orders and instructions of Agent regarding the Pledged Interests consistent with the terms of this Agreement without the further consent of any Debtor as contemplated by Section 8-106 (or any successor section) of the UCC. Further, each Debtor agrees that it shall not enter into a similar agreement (or one that would confer "control" within the meaning of Article 8 of the UCC) with any other person or entity.
- (cc) Each Debtor shall cause all tangible chattel paper constituting Collateral to be delivered to the Agent, or, if such delivery is not possible, then to cause such tangible chattel paper to contain a legend noting that it is subject to the security interest created by this Agreement. To the extent that any Collateral consists of electronic chattel paper, the

applicable Debtor shall cause the underlying chattel paper to be "marked" within the meaning of Section 9-105 of the UCC (or successor section thereto).

- (dd) If there is any investment property or deposit account included as Collateral that can be perfected by "control" through an account control agreement, the applicable Debtor shall cause such an account control agreement, in form and substance in each case satisfactory to the Agent, to be entered into and delivered to the Agent for the benefit of the Secured Parties.
- (ee) To the extent that any Collateral consists of letter-of-credit rights, the applicable Debtor shall cause the issuer of each underlying letter of credit to consent to an assignment of the proceeds thereof to the Secured Parties.
- (ff) To the extent that any Collateral is in the possession of any third party, the applicable Debtor shall join with the Agent in notifying such third party of the Secured Parties' security interest in such Collateral and shall use its best efforts to obtain an acknowledgement and agreement from such third party with respect to the Collateral, in form and substance reasonably satisfactory to the Agent.
- (gg) If any Debtor shall at any time hold or acquire a commercial tort claim, such Debtor shall promptly notify the Secured Parties in a writing signed by such Debtor of the particulars thereof and grant to the Secured Parties in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.
- (hh) Each Debtor shall immediately provide written notice to the Secured Parties of any and all accounts which arise out of contracts with any governmental authority and, to the extent necessary to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof, shall execute and deliver to the Agent an assignment of claims for such accounts and cooperate with the Agent in taking any other steps required, in its judgment, under the Federal Assignment of Claims Act or any similar federal, state or local statute or rule to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof.
- (ii) Each Debtor shall cause each subsidiary of such Debtor to immediately become a party hereto (an "Additional Debtor"), by executing and delivering an Additional Debtor Joinder in substantially the form of Annex A attached hereto and comply with the provisions hereof applicable to the Debtors. Concurrent therewith, the Additional Debtor shall deliver replacement schedules for, or supplements to all other Schedules to (or referred to in) this Agreement, as applicable, which replacement schedules shall supersede, or supplements shall modify, the Schedules then in effect. The Additional Debtor shall also deliver such opinions of counsel, authorizing resolutions, good standing certificates, incumbency certificates, organizational documents, financing statements and other information and documentation as the Agent may reasonably request. Upon delivery of the foregoing to the Agent, the Additional Debtor shall be and become a party to this Agreement with the same rights and obligations as the Debtors, for all purposes hereof as

fully and to the same extent as if it were an original signatory hereto and shall be deemed to have made the representations, warranties and covenants set forth herein as of the date of execution and delivery of such Additional Debtor Joinder, and all references herein to the "Debtors" shall be deemed to include each Additional Debtor.

- (jj) Each Debtor shall vote the Pledged Securities to comply with the covenants and agreements set forth herein and in the Notes.
- (kk) Each Debtor shall register the pledge of the applicable Pledged Securities on the books of such Debtor. Each Debtor shall notify each issuer of Pledged Securities to register the pledge of the applicable Pledged Securities in the name of the Secured Parties on the books of such issuer. Further, except with respect to certificated securities delivered to the Agent, the applicable Debtor shall deliver to Agent an acknowledgement of pledge (which, where appropriate, shall comply with the requirements of the relevant UCC with respect to perfection by registration) signed by the issuer of the applicable Pledged Securities, which acknowledgement shall confirm that: (a) it has registered the pledge on its books and records; and (b) at any time directed by Agent during the continuation of an Event of Default, such issuer will transfer the record ownership of such Pledged Securities into the name of any designee of Agent, will take such steps as may be necessary to effect the transfer, and will comply with all other instructions of Agent regarding such Pledged Securities without the further consent of the applicable Debtor.
- (II) In the event that, upon an occurrence of an Event of Default, Agent shall sell all or any of the Pledged Securities to another party or parties (herein called the "Transferee") or shall purchase or retain all or any of the Pledged Securities, each Debtor shall, to the extent applicable: (i) deliver to Agent or the Transferee, as the case may be, the articles of incorporation, bylaws, minute books, stock certificate books, corporate seals, deeds, leases, indentures, agreements, evidences of indebtedness, books of account, financial records and all other Organizational Documents and records of the Debtors and their direct and indirect subsidiaries; (ii) use its best efforts to obtain resignations of the persons then serving as officers and directors of the Debtors and their direct and indirect subsidiaries, if so requested; and (iii) use its best efforts to obtain any approvals that are required by any governmental or regulatory body in order to permit the sale of the Pledged Securities to the Transferee or the purchase or retention of the Pledged Securities by Agent and allow the Transferee or Agent to continue the business of the Debtors and their direct and indirect subsidiaries.
- (mm) Without limiting the generality of the other obligations of the Debtors hereunder, each Debtor shall promptly (i) cause to be registered at the United States Copyright Office all of its material copyrights, (ii) cause the security interest contemplated hereby with respect to all Intellectual Property registered at the United States Copyright Office or United States Patent and Trademark Office to be duly recorded at the applicable office, and (iii) give the Agent notice whenever it acquires (whether absolutely or by license) or creates any additional material Intellectual Property.
- (nn) Each Debtor will from time to time, at the joint and several expense of the Debtors, promptly execute and deliver all such further instruments and documents, and

take all such further action as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder and with respect to any Collateral or to otherwise carry out the purposes of this Agreement.

- (oo) <u>Schedule F</u> attached hereto lists all of the patents, patent applications, trademarks, trademark applications, registered copyrights, and domain names owned by any of the Debtors as of the date hereof. <u>Schedule F</u> lists all material licenses in favor of any Debtor for the use of any patents, trademarks, copyrights and domain names as of the date hereof. All material patents and trademarks of the Debtors have been duly recorded at the United States Patent and Trademark Office and all material copyrights of the Debtors have been duly recorded at the United States Copyright Office.
- (pp) None of the account debtors or other persons or entities obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or any similar federal, state or local statute or rule in respect of such Collateral.
- (qq) Until the Obligations shall have been paid and performed in full, the Company covenants that it shall promptly direct any direct or indirect subsidiary of the Company formed or acquired after the date hereof to enter into a Subsidiary Guarantee in favor of the Secured Party, in the form of Exhibit F to the Purchase Agreement.
- 5. **Effect of Pledge on Certain Rights**. If any of the Collateral subject to this Agreement consists of nonvoting equity or ownership interests (regardless of class, designation, preference or rights) that may be converted into voting equity or ownership interests upon the occurrence of certain events (including, without limitation, upon the transfer of all or any of the other stock or assets of the issuer), it is agreed that the pledge of such equity or ownership interests pursuant to this Agreement or the enforcement of any of Agent's rights hereunder shall not be deemed to be the type of event which would trigger such conversion rights notwithstanding any provisions in the Organizational Documents or agreements to which any Debtor is subject or to which any Debtor is party.
 - 6. **Defaults**. The following events shall be "Events of Default":
 - (a) The occurrence of an Event of Default (as defined in the Notes) under the Notes;
 - (b) Any representation or warranty of any Debtor in this Agreement shall prove to have been incorrect in any material respect when made;
 - (c) The failure by any Debtor to observe or perform any of its obligations hereunder for five (5) days after delivery to such Debtor of notice of such failure by or on behalf of a Secured Party unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion; or

(d) If any provision of this Agreement shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Debtor, or a proceeding shall be commenced by any Debtor, or by any governmental authority having jurisdiction over any Debtor, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny that any Debtor has any liability or obligation purported to be created under this Agreement.

7. **Duty To Hold In Trust**.

- (a) Upon the occurrence of any Event of Default and at any time thereafter, each Debtor shall, upon receipt of any revenue, income, dividend, interest or other sums subject to the Security Interests, whether payable pursuant to the Notes or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Secured Parties and shall forthwith endorse and transfer any such sums or instruments, or both, to the Secured Parties, pro-rata in proportion to their respective then-currently outstanding principal amount of Notes for application to the satisfaction of the Obligations (and if any Note is not outstanding, pro-rata in proportion to the initial purchases of the remaining Notes).
- (b) If any Debtor shall become entitled to receive or shall receive any securities or other property (including, without limitation, shares of Pledged Securities or instruments representing Pledged Securities acquired after the date hereof, or any options, warrants, rights or other similar property or certificates representing a dividend, or any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of such Debtor or any of its direct or indirect subsidiaries) in respect of the Pledged Securities (whether as an addition to, in substitution of, or in exchange for, such Pledged Securities or otherwise), such Debtor agrees to (i) accept the same as the agent of the Secured Parties; (ii) hold the same in trust on behalf of and for the benefit of the Secured Parties; and (iii) to deliver any and all certificates or instruments evidencing the same to Agent on or before the close of business on the fifth business day following the receipt thereof by such Debtor, in the exact form received together with the Necessary Endorsements, to be held by Agent subject to the terms of this Agreement as Collateral.

8. Rights and Remedies Upon Default.

(a) Upon the occurrence of any Event of Default and at any time thereafter, the Secured Parties, acting through the Agent, shall have the right to exercise all of the remedies conferred hereunder and under the Notes, and the Secured Parties shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Agent, for the benefit of the Secured Parties, shall have the following rights and powers:

- (i) The Agent shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and each Debtor shall assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Debtor's premises or elsewhere, and make available to the Agent, without rent, all of such Debtor's respective premises and facilities for the purpose of the Agent taking possession of, removing or putting the Collateral in saleable or disposable form.
- (ii) Upon notice to the Debtors by Agent, all rights of each Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise and all rights of each Debtor to receive the dividends and interest which it would otherwise be authorized to receive and retain, shall cease. Upon such notice, Agent shall have the right to receive, for the benefit of the Secured Parties, any interest, cash dividends or other payments on the Collateral and, at the option of Agent, to exercise in such Agent's discretion all voting rights pertaining thereto. Without limiting the generality of the foregoing, Agent shall have the right (but not the obligation) to exercise all rights with respect to the Collateral as it were the sole and absolute owner thereof, including, without limitation, to vote and/or to exchange, at its sole discretion, any or all of the Collateral in connection with a merger, reorganization, consolidation, recapitalization or other readjustment concerning or involving the Collateral or any Debtor or any of its direct or indirect subsidiaries.
- (iii) The Agent shall have the right to operate the business of each Debtor using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Agent may deem commercially reasonable, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to any Debtor or right of redemption of a Debtor, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Agent, for the benefit of the Secured Parties, may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of any Debtor, which are hereby waived and released.
- (iv) The Agent shall have the right (but not the obligation) to notify any account debtors and any obligors under instruments or accounts to make payments directly to the Agent, on behalf of the Secured Parties, and to enforce the Debtors' rights against such account debtors and obligors.
- (v) The Agent, for the benefit of the Secured Parties, may (but is not obligated to) direct any financial intermediary or any other person or entity holding

any investment property to transfer the same to the Agent, on behalf of the Secured Parties, or its designee.

- (vi) The Agent may (but is not obligated to) transfer any or all Intellectual Property registered in the name of any Debtor at the United States Patent and Trademark Office and/or Copyright Office into the name of the Secured Parties or any designee or any purchaser of any Collateral.
- (b) The Agent shall comply with any applicable law in connection with a disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Agent may sell the Collateral without giving any warranties and may specifically disclaim such warranties. If the Agent sells any of the Collateral on credit, the Debtors will only be credited with payments actually made by the purchaser. In addition, each Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.
- (c) For the purpose of enabling the Agent to further exercise rights and remedies under this Section 8 or elsewhere provided by agreement or applicable law, each Debtor hereby grants to the Agent, for the benefit of the Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use, license or sublicense following an Event of Default, any Intellectual Property now owned or hereafter acquired by such Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.
- **Applications of Proceeds**. The proceeds of any such sale, lease or other disposition of the Collateral hereunder or from payments made on account of any insurance policy insuring any portion of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Agent in enforcing the Secured Parties' rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations pro rata among the Secured Parties (based on then-outstanding principal amounts of Notes at the time of any such determination), and to the payment of any other amounts required by applicable law, after which the Secured Parties shall pay to the applicable Debtor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Debtors will be liable for the deficiency, together with interest thereon, at the rate of 18% per annum or the lesser amount permitted by applicable law (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Parties to collect such deficiency. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands against the Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless due solely to the

gross negligence or willful misconduct of the Secured Parties as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.

- 10. **Securities Law Provision**. Each Debtor recognizes that Agent may be limited in its ability to effect a sale to the public of all or part of the Pledged Securities by reason of certain prohibitions in the Securities Act of 1933, as amended, or other federal or state securities laws (collectively, the "Securities Laws"), and may be compelled to resort to one or more sales to a restricted group of purchasers who may be required to agree to acquire the Pledged Securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor agrees that sales so made may be at prices and on terms less favorable than if the Pledged Securities were sold to the public, and that Agent has no obligation to delay the sale of any Pledged Securities for the period of time necessary to register the Pledged Securities for sale to the public under the Securities Laws. Each Debtor shall cooperate with Agent in its attempt to satisfy any requirements under the Securities Laws (including, without limitation, registration thereunder if requested by Agent) applicable to the sale of the Pledged Securities by Agent.
- 11. Costs and Expenses. Each Debtor agrees to pay all reasonable out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Agent. The Debtors shall also pay all other claims and charges which in the reasonable opinion of the Agent is reasonably likely to prejudice, imperil or otherwise affect the Collateral or the Security Interests therein. The Debtors will also, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, may incur in connection with the creation, perfection, protection, satisfaction, foreclosure, collection or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Agreement and pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, and the Secured Parties may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, or (iii) the exercise or enforcement of any of the rights of the Secured Parties under the Notes. Until so paid, any fees payable hereunder shall be added to the principal amount of the Notes and shall bear interest at the Default Rate
- Responsibility for Collateral. The Debtors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason. Without limiting the generality of the foregoing, (a) neither the Agent nor any Secured Party (i) has any duty (either before or after an Event of Default) to collect any amounts in respect of the Collateral or to preserve any rights relating to the Collateral, or (ii) has any obligation to clean-up or otherwise prepare the Collateral for sale, and (b) each Debtor shall remain obligated and liable under each contract or agreement included in the Collateral to be observed or performed by such Debtor thereunder. Neither the Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to any of the Collateral, nor

shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Agent or to which the Agent or any Secured Party may be entitled at any time or times.

- Security Interests Absolute. All rights of the Secured Parties and all obligations 13. of the Debtors hereunder, shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the Notes or any agreement entered into in connection with the foregoing, or any portion hereof or thereof; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Notes or any other agreement entered into in connection with the foregoing; (c) any exchange, release or nonperfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guarantee, or any other security, for all or any of the Obligations; (d) any action by the Secured Parties to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense available to a Debtor, or a discharge of all or any part of the Security Interests granted hereby. Until the Obligations shall have been paid and performed in full, the rights of the Secured Parties shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations or bankruptcy. Each Debtor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by the Secured Parties hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or shall be deemed to be otherwise due to any party other than the Secured Parties, then, in any such event, each Debtor's obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Debtor waives all right to require the Secured Parties to proceed against any other person or entity or to apply any Collateral which the Secured Parties may hold at any time, or to marshal assets, or to pursue any other remedy. Each Debtor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.
- 14. **Term of Agreement**. This Agreement and the Security Interests shall terminate on the date on which all payments under the Notes have been indefeasibly paid in full and all other Obligations have been paid or discharged; provided, however, that all indemnities of the Debtors contained in this Agreement (including, without limitation, Annex B hereto) shall survive and remain operative and in full force and effect regardless of the termination of this Agreement.
 - 15. **Power of Attorney; Further Assurances**.

- Each Debtor authorizes the Agent, and does hereby make, constitute and appoint the Agent and its officers, agents, successors or assigns with full power of substitution, as such Debtor's true and lawful attorney-in-fact, with power, in the name of the Agent or such Debtor, to, after the occurrence and during the continuance of an Event of Default, (i) endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Agent; (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to transfer any Intellectual Property or provide licenses respecting any Intellectual Property; and (vi) generally, at the option of the Agent, and at the expense of the Debtors, at any time, or from time to time, to execute and deliver any and all documents and instruments and to do all acts and things which the Agent deems necessary to protect, preserve and realize upon the Collateral and the Security Interests granted therein in order to effect the intent of this Agreement and the Notes all as fully and effectually as the Debtors might or could do; and each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding. The designation set forth herein shall be deemed to amend and supersede any inconsistent provision in the Organizational Documents or other documents or agreements to which any Debtor is subject or to which any Debtor is a party. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, each Secured Party is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.
- (b) On a continuing basis, each Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions indicated on Schedule C attached hereto, all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Agent, to perfect the Security Interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent the grant or perfection of a perfected security interest in all the Collateral under the UCC.
- (c) Each Debtor hereby irrevocably appoints the Agent as such Debtor's attorney-in-fact, with full authority in the place and instead of such Debtor and in the name of such Debtor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the

Collateral without the signature of such Debtor where permitted by law, which financing statements may (but need not) describe the Collateral as "all assets" or "all personal property" or words of like import, and ratifies all such actions taken by the Agent. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

- 16. **Notices**. All notices, requests, demands and other communications hereunder shall be subject to the notice provision of the Purchase Agreement (as such term is defined in the Notes).
- Other Security. To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Parties' rights and remedies hereunder.
- Appointment of Agent. The Secured Parties hereby appoint M3A to act as their agent for purposes of exercising any and all rights and remedies of the Secured Parties hereunder. Agent, by its signature below, accepts such appointment. Such appointment shall continue until revoked in writing by a Majority in Interest, at which time a Majority in Interest shall appoint a new Agent, provided that M3A may not be removed as Agent unless M3A shall then hold less than \$250,000 n principal amount of Notes; provided, further, that such removal may occur only if each of the other Secured Parties shall then hold not less than an aggregate of \$500,000 in principal amount of Notes. The Agent shall have the rights, responsibilities and immunities set forth in Annex B hereto.

19. **Miscellaneous**.

- (a) No course of dealing between the Debtors and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (b) All of the rights and remedies of the Secured Parties with respect to the Collateral, whether established hereby or by the Notes or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.
- (c) This Agreement, together with the exhibits and schedules hereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement and the exhibits and schedules hereto. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Debtors, M3A, and the Secured Parties holding 50.1% or more of the

principal amount of Notes then outstanding, or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

- (d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- (e) No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.
- (f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company and the Guarantors may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Secured Party (other than by merger). Any Secured Party may assign any or all of its rights under this Agreement to any Person (as defined in the Purchase Agreement) to whom such Secured Party assigns or transfers any Obligations, provided such transferee agrees in writing to be bound, with respect to the transferred Obligations, by the provisions of this Agreement that apply to the "Secured Parties."
- (g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.
- (h) Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and the Notes (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York,

Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

- (i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.
- (j) All Debtors shall jointly and severally be liable for the obligations of each Debtor to the Secured Parties hereunder.
- (k) Each Debtor shall indemnify, reimburse and hold harmless the Agent and the Secured Parties and their respective partners, members, managers, shareholders, officers, directors, employees and agents (and any other persons with other titles that have similar functions) (collectively, "Indemnitees") from and against any and all losses, claims, liabilities, damages, penalties, suits, costs and expenses, of any kind or nature, (including fees relating to the cost of investigating and defending any of the foregoing) imposed on, incurred by or asserted against such Indemnitee in any way related to or arising from or alleged to arise from this Agreement or the Collateral, except any such losses, claims, liabilities, damages, penalties, suits, costs and expenses which result from the gross negligence or willful misconduct of the Indemnitee as determined by a final, nonappealable decision of a court of competent jurisdiction. This indemnification provision is in addition to, and not in limitation of, any other indemnification provision in the Notes, the Purchase Agreement (as such term is defined in the Notes) or any other agreement, instrument or other document executed or delivered in connection herewith or therewith.
- (l) Nothing in this Agreement shall be construed to subject Agent or any Secured Party to liability as a partner in any Debtor or any if its direct or indirect subsidiaries that is a partnership or as a member in any Debtor or any of its direct or indirect subsidiaries that is a limited liability company, nor shall Agent or any Secured Party be deemed to have assumed any obligations under any partnership agreement or limited liability company agreement, as applicable, of any such Debtor or any of its direct or indirect subsidiaries or otherwise, unless and until any such Secured Party exercises its

right to be substituted for such Debtor as a partner or member, as applicable, pursuant hereto.

(m) To the extent that the grant of the security interest in the Collateral and the enforcement of the terms hereof require the consent, approval or action of any partner or member, as applicable, of any Debtor or any direct or indirect subsidiary of any Debtor or compliance with any provisions of any of the Organizational Documents, the Debtors hereby grant such consent and approval and waive any such noncompliance with the terms of said documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

ALLIED ESPORTS ENTERTAINMENT INC	
_	WPT ENEERBRISES, INC.
By:	Sur Pe
Name: Frank Ng	By: Name: Adam Pliska
Title: Chief Executive Officer	
ALLIED ESPORTS MEDIA, INC.	Title: President
By:	ALLIED ESPORTS INTERNATIONAL, INC
Name: Frank Ng	R_{V}
Title: Chief Executive Officer	By: Name: Judson Hannigan
	Title: Chief Executive Office
ESPORTS ARENA LAS VEGAS, LLC	ride. Ciner Executive Office
By: Allied Esports International, Inc.	PEERLESS, MEDIA HOLDINGS LIMITED
Its: Sole Member	By: Sur Pe
By:	Name: Adam Pliska
By:Name: Judson Hannigan	Title: President
Title: Chief Executive Officer	
	PEERLESS MEDIA LIMITED
CLUB-SERVICES, INC.	
Sure	By: Asberco75519430
Name: Adam Pliska	Name: Adam Pliska
	Title: President
Title: President	
	ALLIED ESPORTS GmBH
	By:
	Name: Judson Hannigan
	Title: Managing Director

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

ALLIED ESPORTS ENTERTAINMENT INC	
My	WPT ENTERPRISES, INC.
By: 1900505AE514490 Name: Frank Ng	
Name: Frank Ng	By:
Title: Chief Executive Officer	By: Name: Adam Pliska
	Title: President
ALLIEDESPORTS MEDIA, INC.	
Ву:	ALLEPESPORTS INTERNATIONAL, INC
By: \	ALEIDS PORTS INTERNATIONAL, INC
Name: Frank Ng	P. John
Title: Chief Executive Officer	By: Name: Judson Hannigan
	Name: Judson Hannigan
ESPORTS ARENA LAS VEGAS, LLC	Title: Chief Executive Office
,	
By: Allied Esports International, Inc.	PEERLESS MEDIA HOLDINGS LIMITED
Its: Solephiember	
By: Ocean Hannigan Name: Judson Hannigan	By:
Ву:	Name: Adam Pliska
Name: Judson Hannigan	Title: President
Title: Chief Executive Officer	Title. I resident
	PEERLESS MEDIA LIMITED
CLUB SERVICES, INC.	
_	By:
By:	Name: Adam Pliska
Name: Adam Pliska	Title: President
Title: President	
	ALLIED ESPORTS GmBH
	0-1-
	By:
	Name: Judson Hannigan
	Title: Managing Director
	Title. Tituluging Director

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF AGENT TO SECURITY AGREEMENT]

M3A LP

Name: Ari Morris

Title: Authorized Signor

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

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[SIGNATURE PAGE OF HOLDERS TO SECURITY AGREEMENT]

Name of Investing Entity: Anson Investments Master Fund LP	
Signature of Authorized Signatory of Investing entity:	**
Name of Authorized Signatory: Amin Nathoo	
Title of Authorized Signatory: <u>Director of Anson Advisors In</u> c., cothe Investing Entity	investment adviser of

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS TO SECURITY AGREEMENT]

Name of Investing Entity: M3A LP		
Signature of Authorized Signatory	of Investing entity:	L. More
Name of Authorized Signatory: _		_
Title of Authorized Signatory:	Authorized Signor	_

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

SCHEDULE A

Principal Place of Business of Debtors:
See attached Schedules.
see attached schedules.
Locations Where Collateral is Located or Stored:
See attached Schedules.
SCHEDULE B
See attached Schedules.
SCHEDULE C
See attached Schedules.
SCHEDULE D
Legal Names and Organizational Identification Numbers
See attached Schedules.
SCHEDULE E
Names; Mergers and Acquisitions
See attached Schedules.
SCHEDULE F
Intellectual Property
See attached Schedules.
SCHEDULE G Account Debtors
Intentionally omitted.

SCHEDULE H

Schedule A

Principal Place of Business of Debtors; Locations Where Collateral is Located or Stored

Address of principal executive office, leased: 17877 Von Karman Avenue, Suite 300 Irvine, California, 92614

HyperX Esports Arena Las Vegas, leased: Luxor Hotel & Casino, Luxor Drive Las Vegas, NV 89119

Allied Esports International, Inc.'s mobile arena truck is stored at 4545 N. Lamb Blvd, Las Vegas, NV 89115

Allied Esports GmbH's mobile arena truck is stored at Am Kanal 2-4, 49549 Ladbergen, Germany

Schedule B

Permitted Liens

The following assets of Allied Esports International, Inc. is subject to a lien in favor of its landlord (the "Ramparts Lien"): (i) all goods, inventory, equipment, fixtures, furniture, use permits, liquor licenses, improvements and other personal property, presently, or which may hereafter be, situated in or on the Premises (as such term is defined in that certain Lease Agreement by and between Grantor and Ramparts, Inc. dated as of March 23, 2017) (the "Lease Agreement"), (ii) all tangible personal property of Grantor which is now or may hereafter serve and be located in the Premises, and (iii) all proceeds therefrom.

Ramparts, Inc.-Allied Esports International Lease (incorporated by reference to Exhibit 10.36 to the Registrant's Current Report on Form 8-K filed August 15, 2019)

<u>First Amendment to Ramparts, Inc. - Allied Esports International Lease (incorporated by reference to Exhibit 10.37 to the Registrant's Current Report on Form 8-K filed August 15, 2019)</u>

Second Amendment to Ramparts Inc. -Allied Esports International Inc. Lease (incorporated by reference to Exhibit 10.38 to the Registrant's Current Report on Form 8-K filed August 15, 2019)

As disclosed in the Company's public SEC filings, the former owners of certain of the Company's subsidiaries issued a series of secured convertible promissory notes to several investors (the "Bridge Holders") on October 11, 2018 and May 15, 2019 in the aggregate original principal amount of \$14,000,000 (collectively, the "Bridge Notes"). The Bride Notes were subsequently assumed by the Company, and payments were deferred until August 23, 2020. All of the capital stock or other equity interests of each subsidiary listed on Schedule H below is subject to a lien in favor of the Bridge Holders pursuant to the terms of the Bridge Documents.

See also the Intercreditor Agreement of even date herewith by and among the Company, the Secured Parties and the Bridge Holders.

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Schedule C

Current Filings

State	Filing Number	Secured Party(ies)	
Delaware	20190120084	Steve Lipscomb; Knighted Pastures, LLC	
Delaware	20195551663	Steve Lipscomb; Knighted Pastures, LLC	
Delaware	20184434409	Ramparts, LLC	
Nevada	2017007906-4	Ramparts, Inc.	
Nevada	2018018345-9	Ramparts, LLC	
Nevada	2018030916-6	Steve Lipscomb; Knighted Pastures, LLC	
Nevada	2018030917-8	Steve Lipscomb; Knighted Pastures, LLC	
Nevada	2019000864-1	Steve Lipscomb; Knighted Pastures, LLC	
Gibraltar	118712, 21379	Martin Weigold; Norbert Teufelberger; Man	
		Sha; Lan Wu; Knighted Pastures, LLC; The	
		Lipscomb/Viscoli Children's Trust; Steve	
		Lipscomb	
Gibraltar	92921, 21380	Martin Weigold; Norbert Teufelberger; Man	
		Sha; Lan Wu; Knighted Pastures, LLC; The	
		Lipscomb/Viscoli Children's Trust; Steve	
		Lipscomb	

Schedule D

Debtor Organizational Information

Name	Place of Formation	File Number
Allied Esports Entertainment, Inc.	Delaware	6405757
Domestic S	Subsidiaries	
Allied Esports Media, Inc.	Delaware	7131224
Esports Arena Las Vegas, LLC	Delaware	6606111
Club Services, Inc.	Nevada	E0084842010-6
WPT Enterprises, Inc.	Nevada	E0549942009-7
Allied Esports International, Inc.	Nevada	E0040412017-0
Foreign Si	ubsidiaries	
Peerless Media Holdings Limited	Gibraltar	118712
Peerless Media Limited	Gibraltar	92921
Allied Esports GmbH	Germany	N/A

Schedule E

Trade Names; Mergers

	Trade Name
Allied Esports Entertainment Inc.	Allied Esports, AES
Allied Esports Media, Inc.	Allied Esports, AES
Club Services, Inc.	Club WPT
WPT Enterprises, Inc. Peerless Media Holdings Limited	World Poker Tour, WPT
Peerless Media Limited	
Allied Esports International, Inc.	
Esports Arena Las Vegas, LLC	
Allied Esports GmbH	
Debtor	Formerly Known As
Allied Esports Entertainment Inc.	Black Ridge Acquisition Corp.
Allied Esports Media, Inc.	Allied Esports Entertainment, Inc.
Club Services, Inc.	
WPT Enterprises, Inc.	WPT Distribution USA Inc. and WPT Studios USA Inc., merged
Peerless Media Holdings Limited	
Peerless Media Limited	Glevum Limited
Allied Esports International, Inc.	
Esports Arena Las Vegas, LLC	
Allied Esports GmbH	ELC Gaming GmbH

Allied Esports Entertainment Inc. (the "Company"), formerly known as Black Ridge Acquisition Corp, or "BRAC", was incorporated in Delaware on May 9, 2017 as a blank check company for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities. Allied Esports Media, Inc. ("AEM"), a Delaware corporation, was formed in November 2018 to act as a holding company for Allied Esports International Inc. ("Allied Esports") and immediately prior to close of the Merger (see below) to also include Noble Link Global Limited ("Noble Link"). Allied Esports, together with its subsidiaries described below owns and operates the esports-related businesses of the Company. Noble Link (prior to the AEM Merger) and its wholly owned subsidiaries Peerless Media Limited, Club Services, Inc. and WPT Enterprises, Inc. operate the poker-related business of AESE and are collectively referred to as "World Poker Tour" or "WPT". Prior to the Merger, as described below, Noble Link and Allied Esports were subsidiaries of Ourgame International Holdings Limited ("Ourgame").

On December 19, 2018, BRAC, Noble Link and AEM executed an Agreement and Plan of Reorganization (as amended from time to time, the "Merger Agreement"). On August 9, 2019 (the "Closing Date"), Noble Link was merged with and into AEM, with AEM being the surviving entity, which was accounted for as a common control merger (the "AEM Merger"). Further, on August 9, 2019, a subsidiary of the Company merged with AEM pursuant to the Merger Agreement, with AEM being the surviving entity (the "Merger").

See the Company's public SEC filings for further information with respect to the Merger.

Schedule F

Intellectual Property

See attached.

AES Business Patents:

List of Patents Owned by Esports Sub

No.	Country	<u>Patent</u>	Patent or App No.	<u>Date</u>
1.	U.S.	Systems and Methods for Managing Latency in Networked Competitive Multiplayer Gaming	App No.: 62577040	Provisional app filed 10/25/17 Non-provisional app filed 10/25/18

ALLIED ESPORTS TRADEMARK CHART (Portfolio)

#	Mark	Appropriate Symbol	Class (Generally)	Country(ies) Filed In	Serial No. (& Reg. No. if applicable)
1	ALLIED ESPORTS	TM in US	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88125266
2a	ALLED ESPORTS	TM everywhere	CLASS 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	China	China: 33429239
2b	**	TM everywhere	CLASS 16: Paper goods	China	China: 33418336
2c		TM everywhere	CLASS 35: Business services & consulting	China	China: 33409486
2d		TM everywhere	CLASS 38: Telecommunications	China, EU	China: 33427197
2e		TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	China, EU	EU: EMT8238 China: 33422813
2f		TM everywhere	CLASS 42: Computer & Software Services	China, EU	EU: EMT8238 China: 33417323
2g		TM everywhere	CLASS 45: Personal & Legal & Social Services	China	EU: EMT8238 China: 33418780
3a		TM everywhere	CLASS 38: Telecommunications	EU	EU: 017981956
3b	WPDED # 19413	TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US, EU	US: 88125232 EU: 017981956
3с		TM everywhere	CLASS 42: Computer & Software Services	EU	EU: 017981956
4a	8	TM everywhere	CLASS 38: Telecommunications	EU	EU: 017981980
4b	ALLIED ESPORTS	TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US, EU	US: 88125255 EU:
4c		TM everywhere	CLASS 42: Computer & Software Services	EU	017981980 EU: 017981980
5a	(FI)	TM everywhere	CLASS 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	China	China: 33417364
5b	<i>ESPONTS</i>	TM everywhere	CLASS 16: Paper goods	China	China: 33431213
5c		TM everywhere	CLASS 35: Business services & consulting	China	China: 33427730
5d		TM everywhere	CLASS 38: Telecommunications	China, EU	China: 33430049 EU: 017001007
5e		TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US, China, EU	017981986 US: 88125277 China:
					33417381

#	Mark	Appropriate Symbol	Class (Generally)	Country(ies) Filed In	Serial No. (& Reg. No. if applicable) EU:
5f		TM everywhere	CLASS 42: Computer & Software Services	China, EU	017981986 China: 33431231
5g		TM everywhere	CLASS 45: Personal & Legal & Social Services	China	EU: 017981986 China:
6a	ALLIED	TM everywhere	CLASS 38: Telecommunications	EU	33409534 EU: 017981012
6b	W ESPORTS	TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US, EU	US: 88125214 EU:
6с		TM everywhere	CLASS 42: Computer & Software Services	EU	017981012 EU: 017981012
7a	BIG®BETTY	® - in EU on 1/13/17	CLASS 12: Vehicles	EU	EU ® 015754831
7b		® - in EU on 1/13/17	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	EU	EU ® 015754831
8a 8b		® - in EU on 1/13/17 ® - in EU on	CLASS 12: Vehicles	EU EU	EU ® 015766827
90	EIG BELTY	1/13/17	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	EU	EU ® 015766827
9	(i) ««	® - in EU on 1/13/17	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	EU	EU ® 015754625
10a	E-sports Arena	® - in China on 4/21/17	CLASS 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	China	China ® 19279053
10b		® - in China on 7/7/17	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	China	China ® 19279054
11a	E-sports Arena	TM in China	CLASS 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	China	China: 33427758
11b		TM in China	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	China	China: 33418391
12		® - in US (Supplemental) on 7/23/19	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88125303, 5815518 ®
12a	THE TO	TM everywhere	CLASS 38: Telecommunications	EU	EU: 017981982
12b		TM everywhere	CLASS 41: Entertainment/Educ Services (TV Show/Internet)	US, EU	US: 88125285 EU: 017981982
12c		TM everywhere	CLASS 42: Computer & Software Services	EU	EU: 017981982
13a		TM everywhere	CLASS 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	China	China: 33428694
13b		TM everywhere	CLASS 16: Paper goods	China	China: 33423456
13c		TM everywhere	CLASS 35: Business services & consulting	China	China: 33415650
13d		TM everywhere	CLASS 38: Telecommunications	China, EU	China: 33422732

#	Mark	Appropriate Symbol	Class (Generally)	Country(ies) Filed In	Serial No. (& Reg. No. if applicable)
13e		® - in US on	CLASS 41: Entertainment/Educ	US, China, EU	EU: 017981977 US 88125244,
		8/13/19; TM everywhere	Services (TV Show/Internet)		5836244 ® China: 33423511
					EU: 017981977
13f		TM everywhere	CLASS 42: Computer & Software Services	China, EU	China: 33409432
					EU: 017981977
13g		TM everywhere	CLASS 45: Personal & Legal & Social Services	China	China: 33423529
14a	ALLIEDEXP	TM everywhere	Class 38: Telecommunications	US	US: 88575718
14b		TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88575718
15a	ALLIEDXP	TM everywhere	Class 38: Telecommunications	US	US: 88575706
15b		TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88575706
16		TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)		US: 88584501
17a	HIT POINT	TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88802461
17b		TM everywhere	Class 43: Food Services	US	US: 88802461
18	NATION VS NATION	® - in US on 4/28/20	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: ® 88802461, 6040585
19	PAYINE	TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88359895
20	PLAYINE	TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88359888
21a	and the second of the second o	TM everywhere	Class 38: Telecommunications	US	US: 88470422
21b		TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88470422
21c	:	TM everywhere	Class 42: Computer & Software Services	US	US: 88470422
22*	ESPORTS ARENA	® - in US on	Class 41. Estationary	US	110.
22.	LOTORIO ARENA	8/27/13	Class 41: Entertainment/Educ Services (TV Show/Internet)		US: ® 85830385, 4392192

#	Mark	Appropriate Symbol	Class (Generally)	Country(ies) Filed In	Serial No. (& Reg. No. if applicable)
23*	•	TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88773154
24*	OVERPOWER	® - in US on 7/26/16	Class 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	US	US: ® 85830385, 4392192
25*	OVERPOWERED	® - in US on 2/11/20	Class 9: Electrical and scientific apparatus (DVD's and Video/Mobile/Social Games)	US	US: ® 88062977, 5985386
26*	Ē	TM everywhere	Class 41: Entertainment/Educ Services (TV Show/Internet)	US	US: 88773160

^{*} Owned by Esports Arena, LLC ("ESA"). Allied Esports Entertainment, Inc. owns a 25% non-voting membership interest in ESA and ESA's wholly owned subsidiary.

Allied Esports International, Inc. ("Esports Sub") entered into a License Agreement with ESA, effective as of August 1, 2018, pursuant to which ESA granted Esports Sub a 3-year license to use the "Esports Arena" name in connection with Esports Sub's use of the names "Esports Arena Las Vegas" and "Esports Arena Drive", including the inclusion of the "Esports Arena" name as part of Esports Sub's branding integrations with Kingston Technology, Inc., d/b/a HyperX (the "Esports Brand License").

Allied Esports International, Inc. ("AESI") – List of Owned Domain Names (As of May 2020)

- 1. aescreativeplanner.com
- 2. aescreativerequest.com
- 3. aesentertainment.com
- 4. alliedesports.com
- 5. alliedesports.info
- 6. alliedesports.live
- 7. alliedesports.us
- 8. alliedesports.vegas
- 9. alliedesports.website
- 10. alliedesportsarena.com
- 11. alliedesportsdev.com
- 12. alliedesportsent.com
- 13. alliedesportsentertainment.com
- 14. alliedgaminggroup.com
- 15. big-betty.com
- 16. cent3r.com
- 17. dayone.vegas
- 18. esportsarena.vegas
- 19. esportsarenalive.com
- 20. esportsarenavegas.com
- 21. esportlegends.tv
- 22. esportlegendscup.com
- 23. esportliga-deutschland.de
- 24. esportligadeutschland.de
- 25. esportliganord.de
- 26. esportseminar.de
- 27. esportseminare.de

- 28. esportslegendscup.com
- 29. esportsuperstars.com
- 30. esportworkshop.de
- 31. esportzertifikat.de
- 32. deutsche-esportliga.de
- 33. deutscheesportliga.de
- 34. elcgaming.com
- 35. elcgaming.tv
- 36. elc.tv
- 37. G4metime.com
- 38. G4metime.gg
- 39. Hamburgarena.com
- 40. Hamburgarena.de
- 41. Hamburgarena.gg
- 42. hitpointatl.com
- 43. hitpointatlanta.com
- 44. hitpointga.com
- 45. hitpointgeorgia.com
- 46. hyperxarena.com
- 47. hyperxesalv.com
- 48. hyperxesportsarena.com
- 49. hyperxesportsarena.vegas
- 50. hyperxesportsarenalasvegas.com
- 51. hyperxesportsarenavegas.com
- 52. hyperxesportstruck.com
- 53. hyperxesportstrucks.com
- 54. playtime.vegas
- 55. playtimewithkittyplays.com
- 56. whereweshopping.com

- 57. whereweshoppingboys.com
- 58. allied.gg
- 59. alliedexp.gg
- 60. alliedxp.gg
- 61. alliedesports.gg
- 62. basecamp.gg
- 63. hitpoint.gg
- 64. legendseries.gg
- 65. teamtime.gg
- 66. 6mn6.gg
- 67. 6mn6.tv

List of Patents (Owned by Peerless)

No.	Country	<u>Patent</u>	Patent or App No.	<u>Date</u>
1.	U.S.	Method for Televising an Event Involving a Game Table Incorporating Integral Lighting	7,234,702 App No 10/916,703 – Divisional to 10/617,477	tissued 6/26/07 U.S. Divisional app. filed 8/12/04
2.	China	Systems and Methods for Reducing Fraud in Electronic Games having Virtual Currency	App. No. 201610649773.1	China app filed 6/29/16
	U.S.		10,617,957 App. No. 15/635430	Non- provisional app filed 6/28/17
3.	China	Systems and Methods for Reducing Impact of Network Disruptions	App. No. 201610661901.4	China app filed 6/29/16
	U.S.		App. No. 15/635442	Non- provisional app filed 6/28/17
4.	China	Systems and Methods for Securing Virtual Currencies and Enhancing Electronic Products	App. No. 201610661902.9	China app filed 6/29/16 6/15/19: Software assigned to PML
	U.S.		App. No. 15/635403	Issued 5/19/20 Non- provisional app filed 6/28/17
5.	U.S.	Systems and Methods for Efficiently Providing Multiple Commentary Streams for the Same Broadcast Content	App No.: 62577031	Provisional app filed 10/25/17

List of Patents (Owned by Allied eSports International; Can be Licensed to Peerless)

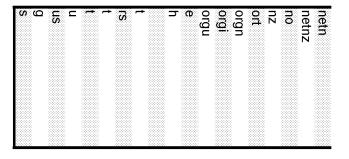
No.	Country	<u>Patent</u>	Patent or App No.	<u>Date</u>
1.	U.S.	Systems and Methods for Managing Latency in Networked Competitive Multiplayer Gaming	App No.: 62577040	Provisional app filed 10/25/17

List of Patents (Owned by Seven Deuce Media; Licensed to Peerless)

No.	Country	<u>Patent</u>	Patent or App No.	<u>Date</u>
1.	U.S.	Multi-Stage Poker Game (licensed to PML w/ limits)	8,480,089 App No.: 12/851,726	12/18/15: Licensed to PML in perp w/ limits
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				Provisional app filed 8/6/10

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Complete	Received	8/15/2003	2-787-410	ord oer Tour in onnetiut	(WPT) EPS 106	7/18/2003
Complete	Received	8/13/2003	2-799-639	ord oer Tour in Sn miso	(WPT) EPS 105	7/18/2003
Complete	Received	8/13/2003	2-799-637	ord oer Tour in ost Ri	(WPT) EPS 104	7/18/2003
Complete	Received	8/11/2003	2-803-210	ord oer Tour Hits Aru	(WPT) EPS 103	7/18/2003
Complete	Received	8/13/2003	2-787-555	ord oer Tour in os Angees	(WPT) EPS 102	7/18/2003
Complete	Received	8/11/2003	2-779-524	ord oer Tour t egio	(WPT) EPS 101	7/18/2003
				WPT SEASON 1	-	
Status	Certificate Received	Registration Date	Registration # (PAU #)	Title	Episode	Date Submitted

1/22/2007 Received 1/22/2007 Received	3-094-928 1/2		(*** -) [] ((0/01/0000
,			(WPT) EPS 415	3/01/0008
	3-094-941 1/2	Sn ose Shooting Strs o oer 3	(WPT) EPS 414	3/21/2006
1/22/2007 Received	3-094-918 1/2	T Inittion Seson I 3	(WPT) EPS 413	3/21/2006
1/22/2007 Received	3-094-936 1/2	oere sinos A oer ssi	(WPT) EPS 412	3/21/2006
1/22/2007 Received	3-094-938 1/2	orgt oer ssi	(WPT) EPS 411	3/21/2006
1/22/2007 Received	3-093-349 1/2	inion ord oer Oen 3	(WPT) EPS 410	3/21/2006
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1/22/2007 Received	3-094-920 1/2	egios ie Diond ord oer ssi	(WPT) EPS 408	3/21/2006
1/22/2007 Received	3-093-347 1/2	ooods ord oer ins	(WPT) EPS 407	3/21/2006
1/22/2007 Received		Doe runson orth Aerin oer hionshi 3	(WPT) EPS 406	3/21/2006
1/22/2007 Received	3-093-346 1/2	Aru oer ssi 3	(WPT) EPS 405	3/21/2006
1/22/2007 Received		orgt oer Oen 3	(WPT) EPS 404	3/21/2006
1/22/2007 Received		ie sino egends o oer 3	(WPT) EPS 403	3/21/2006
,			(WPT) EPS 402	3/21/2006
1/22/2007 Received	3-094-940 1/2	ă	(WPT) EPS 401	3/21/2006
		SON 4		
/2006	1-394-509 3/6		(WPT) EPS 325	3/1/2006
/6/2006 Received		T oung Guns o oer 3	(WPT) EPS 324	3/1/2006
3/6/2006 Received	3-033-153 3/		(WPT) EPS 323	3/1/2006
3/6/2006 Received	3-033-152 3/	ses .	(WPT) EPS 322	3/1/2006
3/6/2006 Received	3-033-151 3/		(WPT) EPS 321	3/1/2006
3/6/2006 Received	3-033-158 3/	Doe runson orth Aerin oer hionshi 3	(WPT) EPS 316	3/1/2006
6/2006 Received	3-033-141 3/6		(WPT) EPS 315	3/1/2006
6/2006 Received	3-033-149 3/6	Reno ord oer henge 3	(WPT) EPS 314	3/1/2006
6/2006 Received	3-033-150 3/6	rt oer ruising Meio 3	(WPT) EPS 313	3/1/2006
3/6/2006 Received	3-033-142 3/	Shooting Str 3	(WPT) EPS 312	3/1/2006
6/2006 Received	3-033-156 3/6	T Inition Seson III 3	(WPT) EPS 311	3/1/2006
/6/2006 Received	3-033-157 3/6	oere A oer ssi	(WPT) EPS 310	3/1/2006
			(WPT) EPS 309	3/1/2006
3/6/2006 Received	3-033-155 3/	rrien oer Adenture	(WPT) EPS 308	3/1/2006
6/2006 Received	3-033-143 3/6	egios ie Diond ord oer ssi	(WPT) EPS 307	3/1/2006
/6/2006 Received	3-033-159 3/6	ooods ord per ins	(WPT) EPS 306	3/1/2006
6/2006 Received			(WPT) EPS 305	3/1/2006
3/6/2006 Received	3-033-145 3/	orgt oer Oen 3	(WPT) EPS 304	3/1/2006
3/6/2006 Received	3-033-146 3/		(WPT) EPS 303	3/1/2006
3/6/2006 Received	3-033-154 3/	on	(WPT) EPS 302	3/1/2006
/6/2006 Received	3-033-144 3/6	WEI SEAGON 3	(WPT) EPS 301	3/1/2006
10/25/2004 Received	2-879-118 10/		(WPT) EPS 257	9/18/2004
10/25/2004 8/24/2004	2-879-153 10/		(WPT) EPS 256	9/18/2004
10/25/2004 8/25/2004	2-879-113 10/	Hoood Hoe Ge I	(WPT) EPS 255	9/18/2004
10/25/2004 8/25/2004	2-879-128 10/	Hoood Hoe Ge 2	(WPT) EPS 254	9/18/2004
10/25/04; Received 8/30/04	2-879-111; 10 2-860-015 8	Hoood Hoe Ge I	(WPT) EPS 253	9/18/2004
10/26/2004 Received		Hoood Hoe Ge III 2	(WPT) EPS 252	9/18/2004
10/27/2004 Received	2-915-761 10/	Hoood Hoe Ge II 2	(WPT) EPS 251	9/18/2004
10/25/2004 Received	2-879-108 10/	Hoood Hoe Ge 2	(WPT) EPS 250	9/18/2004

3/21/2006 (PPT) EPS 104F	3/21/2006 (PPT) EPS 104D	3/21/2006 (PPT) EPS 104C		3/21/2006 (PPT) EPS 104A	3/21/2006 (PPT) EPS 103F	3/21/2006 (PPT) EPS 103D	3/21/2006 (PPT) EPS 103C	3/21/2006 (PPT) EPS 103B	3/21/2006 (PPT) EPS 103A	3/21/2006 (PPT) EPS 102F	3/21/2006 (PPT) EPS 102D	3/21/2006 (PPT) EPS 102C	3/21/2006 (PPT) EPS 102B	3/21/2006 (PPT) EPS 102A	3/21/2006 (PPT) EPS 101F			3/21/2006 (PPT) EPS 101B	3/21/2006 (PPT) EPS 101A		(MPT)	(MPT)	(WPT)	(TAM)	(WPT)	(MPT)) (MPT)	(MPT)	(TG/W)	9/25/2007 (WPT) EPS 513	(WPI)	(WPT)	9/25/2007 (WPT) EPS 509	(WPT)	(WPT)	(WPT)	6/27/2007 (WPT) EPS 505	6/27/2007 (WPT) EPS 504	6/27/2007 (WPT) EPS 503	6/27/2007 (WPT) EPS 502	6/27/2007 (WPT) EPS 501	0/4 (/4000 (WET) ET 0 444	(TOW)	(WPT)	(WPT)	3/21/2006 (WPT) EPS 421	0/21/2000 (VYF1) EFO 41/
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1-394-522	1-394-526	1-394-525	1-394-524	1-394-523	1-394-521	1-394-511	1-394-510	1-394-518	1-394-517	1-394-516	1-394-515	1-394-514	1-394-519	1-394-520	3-095-180	3-094-917	3-095-266	3-094-942	3-094-924		3-337-777	3-337-769	3-337-768	1-394-534	3-337-779	3-337-758	3-337-749	3-337-747	3-337-745	3-337-780 3-337-780	3-33/-/38	3-337-726	3-337-724	3-337-722	3-337-721	1-394-530	1-394-533	1-394-535	1-394-531	1-394-536	1-394-532	0.72.460.0	3,004,005	3-093-348	3-093-344	3-093-343	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	1/22/2007	1/22/2007	1/22/2007	1/22/2007	1/22/2007		10/10/2007	10/10/2007	10/10/2007	8/23/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	10/10/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	8/23/2007	116616001	1/00/0007	1/22/2007	1/22/2007	1/22/2007	
Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received	Received		2/5/2008	2/5/2008	2/5/2008	9/3/2010	2/5/2008	2/8/2008	2/8/2008	2/8/2008	8006/8/6	2/8/2000	2/8/2008	2/8/2008	2/8/2008	2/8/2008	2/8/2008	9/3/2010	9/3/2010	9/3/2010	9/3/2010	9/3/2010	9/3/2010	Песетуей	Bacaivad	Received	Received	Received	1 1 1 1 1
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		WPT SEASON 8		
Complete	Reeied	T ord oer hionshi rt	WPT EPS 713B	9/23/2009
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Complete	Reeied	12/11/2012	1-826-122	Shooting Str rt	WPT EPS1008A
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Complete	Reeied	12/11/2012	1-826-132	A oer ssint	WPT EPS 1007B
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Complete	Reeied	12/11/2012	1-826-157	T enie Gmd ri rt	WPT EPS 1006C
Complete	Reejed	12/11/2012	1-826-124	T enie Gmd ri rt	WPT EPS 1006B
Complete	Reeied	12/11/2012	1-826-121	T enie Gmd ri rt	WPT EPS 1006A
Complete	Reeled	12/11/2012	1-826-171	egio Diond ord oer ssi rt	WPT EPS 1005C
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Complete	Reeied	12/11/2012	1-826-142	ord oer ins rt	WPT EPS1004B
Complete	Reejed	12/11/2012	1-826-114	ord oer ins rt	WPT EPS 1004A
Complete	Reeied	12/11/2012	1-826-115	orgt oer Oen rt	WPT EPS 1003C
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Complete	Reeied	12/11/2012	1-826-118	T Gmd nide ris it	WPT EPS 1002C
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Complete	Reeied	12/11/2012	1-826-155	egends o oer nt	WPT EPS 1001B
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Complete	Reeied	12/11/2012	1-826-139	Seson reie	WPT EPS 1021
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Complete	Reeied	2/14/2012	1-810-231	T ord hionshi rt II	WPT EPS 913B
Complete	Reeied	2/14/2012	1-810-261	T ord hionshint I	WPT EPS 913A
Complete	Reeled	2/14/2012	1-810-264	Seince Hrd Ro rt II	WPT EPS 912B
Complete	Reeied	2/14/2012	1-810-270	Seince Hrd Ront I	WPT EPS 912A
Complete	Reejed	2/14/2012	1-810-276	Hoood oer Oen rt II	WPT EPS 911B
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Complete	Reejed	2/14/2012	1-810-298	Shooting Str rt II	WPT EPS 910B
Complete	Reeied	2/14/2012	1-810-531	Shooting Str rt I	WPT EPS 910A
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Complete	Reeied	2/14/2012	1-810-546	Southern oer hionshi rt II	WPT EPS 907B
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WPT EPS 1104C	WPT EPS 1104B	WPT EPS 1104A	WPT EPS 1103C	WPT EPS 1103B	WPT EPS 1103A	WPT EPS 1102C	WPT EPS 1102B	WPT EPS 1102A	WPT EPS 1101C	WPT EPS 1101B	WPT EPS 1101A	W7- 070 -105	WEI EPS 110A	WPT EPS 109B	WPT EPS 109A	WPT EPS 108B	WPT EPS 108A	WPT EPS 107B	WPT EPS 107A	WPT EPS 106B	WPT EPS 106A	WPT EPS 1058	WPT EPS 105A	WPT EPS 104B	WPT EPS 104A	WPT EPS 103B	WPT EPS 103A	WPT EPS 1028	WPT EPS 102A	WPT EPS 101B	WPT EPS 101A	WPT EPS 10120	WPT EPS 1012B	WPT EPS 1012A	WPT EPS 1011C	WPT EPS 1011B	WPT EPS 1011A	WPT EPS 1010C	WPT EPS 1010B	WPT EPS 1010A
orgt oer Oen nt	orgt oer Oen nt	orgt oer Oen rt	T Gmd ri de ris rt	T Gmd ri de ris rt	T Gmd ri de ris rt	egends a oer nt	egends o oer it	egends o oer nt	r Oen oer ssint	r Oen oer ssint	r Oen oer ssint	OESON GRID II DE II SI		Seson ord oer hionshift	Seson ord cer hionshint	Seson A oerssint	Seson A oerssint	Seson egio Diond rt	Seson ord oer Cen rt	Seson ord oer Oen rt	Seson dos o oer n	Seson dos o oer rt	Seson T ord hionshint	Seson Tord hionshint	Seson orgt oer Oen it	Seson orgt oer Oen rt	Seson egio Diond rt	Seson egio Diond rt	i hionshi it	Thionshi rt	Thionshi rt	Thionshi Suer High Roers nt	Thionshi Suer High Roers rt	Thionshi Suer High Roers nt	T sonie rt	T sonie nt	T sonie rt			
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WPT EPS 1202A	WPT EPS 1201C	WPT EPS 1201B	WPT EPS 1201A		WPT EPS 208B	WPT EPS 208A	WPT EPS 207B	WPT EPS 207A	WPT EPS 206B	WPT EPS 206A	WPT EPS 205B	WPT EPS 205A	WPT EPS 204B	WPT EPS 204A	WPT EPS 203B	WPT EPS 203A	WPT EPS 202B	WPT EPS 202A	WPT EPS 201B	WPT EPS 201A		WPT EPS 1111C	WPT EPS 1111B	WPT EPS 1111A	WPT EPS 1110C	WPT EPS 1110B	WPT EPS 1110A	WPT EPS 1109C	WPT EPS 1109B	WPT EPS 1109A	WPT EPS 1108C	WPT EPS 1108B	WPT EPS 1108A	WPT EPS 1107C	WPT EPS 1107B	WPT EPS 1107A	WPT EPS 1106C	WPT EPS 1106B	WPT EPS 1106A	WPT EPS 1105C	WPT EPS 1105B	WPT EPS 1105A
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	•	ALPHA8	Mark
® - in Australia on 4/13/17 8 - in EC on 2/19/14 9 - in Uruguay on 9/22/16 8 - in Canada on 9/5/19 TM everywhere else	® - in Australia on 4/13/17 8 - in China on 8/7/15 8 - in EC on 2/19/14 9 - in Uruguay on 9/22/16 8 - in Canada on 9/5/19 TM everywhere else	® - in Australia on 4/13/17 ® - in China on 8/7/15 ® - in EC on 2/19/14 ® - in Unguay on 9/22/16 ® - in Canada on 9/5/19 TM everywhere else	Appropriate Symbol
CLASS 25: Clothing, namely, tops, bottoms, headware, footwear and neckwear	CLASS 21: Housewares and glass, namely, cups, mugs, non-metal decorative boxes, containers for food or beverages, beverage glassware, drinking glasses, crystal ornaments, and lunch boxes	CLASS 9: Electrical and scientific apparatus, namely, pre-recorded digital versatile discs and compact discs featuring television shows featuring poker games, poker games, video and audio instructional information regarding card games and the game of poker; computer programs, software & manuals sold as a unit for entertainment and for use as calendars, screen savers; computer game software; computer and video game cassettes, cartridges, discs and programs; application software for mobile phones and wireless devices; computer software platforms for social networking; interactive video game programs; downloadable electronic game programs and computer software platforms for social networking; interactive video game programs and wireless devices; computer software to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information in the fields of virtual communities, electronic gaming, tenerainment, and general interest via the Internet or other communications networks with third parties; decorative refrigerator magnets; and sunglasses and cases	Exact Class Description(s)
Aus rugu n	Aus hin rugu n	Aus n hiin rugu	Serial No. (& Reg. No. if applicable)
Australia, Canada, EC, South Africa	Australia, Canada, China, EC, South Africa, Uruguay	Australia, Canada, China, EC, South Africa, Uruguay	TM Country(ies)
			Actual Use? If Yes, What, When & Where?
Oct 2016: Uruguay TMO denied Class 25. May 2016: Abandoned US app for Classes 21, 25 and 28	May 2016: Abandoned US app for Classes 21, 25 and 28	Nov 2016: Abandoned US app 78/377,684 for Class 9 PATFNT	Comments / Questions

THIS EXCLUMENT BELONGS TO WET ENTERPRISES, INC. AND IS CONFERENTIAL MATERIAL.

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#	Mark	Appropriate Symbol	Exact Class Description(s)	Serial No. (& Reg.	TM Country(ies)	Actual Use? If Vac What Whan & Where?	Comments /
1d	ALPHA8 (con't)	® - in China on 9/21/16	CLASS 28: Gaming equipment, namely, playing cards, poker chips, table felt, blind and dealer	hin	Canada, China,		Oct 2016: Abandoned Aus app
		® - in EC on 2/19/14	buttons, card markers and rule book sold as a unit; lottery cards and tickets		Uruguay		May 2016: Abandoned US app for Classes 21, 25 and 28
		© - in Oruguay on 9/22/16 ® - in Canada		rugu			Dec 2015: Abandoned China app for
		on 9/5/19		=			Classes 28
		TM everywhere else					
1e	•	® - in Australia on	CLASS 38: Telecommunications services, namely, broadcasting services, provision of	σ	USA, Australia, Canada, EC, South		
		4/13/1/ ® - in EC on 2/19/14	telecommunication access to video and audio content provided via the Internet; interactive delivery to customers and users of voice, data, graphics, images,	Aus	Africa, Uruguay		
		® - in Uruguayon 9/22/16® - in Canada	audio and video over digital networks all featuring information about poker events, poker strategy and noker news and information: electronic	TUQU			
		on 9/5/19	transmission of voice, data, images and messages all relating to poker events, poker strategy and poker news and information	□ ;			
		TM everywhere else					
1f		® - in Australia on	CLASS 41: Entertainment services, namely, organizing, conducting, producing and	Ø	USA, Australia, Canada, China,		
		4/13/17/ ® - in China	exhibiting poker events rendered live and through the media of television, the Internet	Aus	EC, South Africa, Uruguay		
		® - in EC on 2/19/14	and wireless devices; information in the field of poker related tips and strategy; providing	hin			
		® - III Oluguay on 9/22/16 ® - in Canada	celebrity news, poker player and	Tugu			
		on 9/5/19	tournament schedules, online gaming, poker community gossip, poker related links, and	ח			
		TM .	poker related news and information relevant to the poker community via a global computer				
		everywhere else	network; online poker gaming and gambling software; online computer software relating to				
			games; online poker services featuring interactive multi-player card games, gambling,				
			and gaming; organization and administration of card games and gambling contests; betting and gambling services; and application				
			software for mobile phones and wireless devices				
2	BATTLE OF CHAMPIONS	® – USA on 11/9/04	CLASS 41: Ent. Svcs. (org'ing. cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing	US 78/130,221 (® 2,902,211)	USA	What: Yes (episode special) When: Where:	
			poker news & info via global comp ntwk)				

PATENT

REEL: 053192 FRAME: 0563

THIS IN)CUMENT BELONGS TO WET ENTERPRISES, INC. AND IS CONFIDENTIAL MATERIAL.

What: Yes (episode special) When: Where:	USA	US 78/377,701 (® 3,016,278)	CLASS 41: Ent. Svcs. (TV series featuring card games)	® – In USA on 11/15/05		69
What: DVDs When: Where:	USA	US 78/645,622 (® 3,231,225)	CLASS 9: Electrical and scientific (pre-recorded video/audio cassettes, video/audio tapes/discs, CD ROMs, compact discs, dig versatile discs feat ing TV shows feat ing pkr gms, pkr gms, info re gm of pkr and instrxl info re card gms and gm of pkr; comp prgrms, softwr & manuals sold as a unit (softwr to play pkr gms, instrxl softwr in field of pkr, comp gm softwn); computer & video gm cassettes, cartridges, discs & prgrms)	® - In USA on 4/17/07	LADIES'	6a
What: Yes When: Where:	USA	US 78/377,706 (® 3,159,890)	CLASS 41: Ent. Svcs. (TV series featuring card games)	® – In USA on 10/17/06	HOLLYWOOD HOME GAME	v
What: When: Where:	USA	US 78/495,887 (® 3,213,935)	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	® – In USA on 2/27/07	DOYLE BRUNSON NORTH AMERICAN POKER CHAMPIONSH IP	4
What: When: Where:	Venezuela	Venezuela: ® \$031388	CLASS 41: Educ'n; prov'ing of training; ent; sporting & cultural act's	® - In Venezuela on 6/19/06		
What: When: Where:	Brazil Chile	Brazil: ® 826790127 Chile: ® 716.109	CLASS 41 Int.	® - In Brazil on 9/9/08 ® . 'Marca Registrada' or 'M R.'' - Chile on 1/27/05		
		Puerto Rico: ® 62.325		® – In PR on 3/7/05		
		Peru: @ 00037924		® — In Peru on 4/27/05		
		Costa Rica: ® 197890 Mexico: ® 864.291		©, "Marca Registrada," "Marc Reg." or "M.R." – Mexico on 12/16/04		
		Colombia: ® 299149		® - In Costa Rica on 1/8/10	>	
What: When: Where:	Argentina, Colombia, Costa Rica, Mexico, Peru, PR	Argentina: ® 2809379 (old. 3474040)	CLASS 41: Ent. Sves. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp niwk)	© In Argentina on 3/23/06 © In Colombia on 4/29//05	Card Design	3
Actual Use? If Yes, What, When & Where?	TM Country(ies)	Serial No. (& Reg. No. if applicable)	Exact Class Description(s)	Appropriate Symbol	Mark	#

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CLASS 25: Clothing (outerwear (wind- resistant jackets & overcoats), tops, shirts, t-shirts, sweatshirts, sweaters, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas & scarves)	CLASS 41: Ent. Svcs. (org'ing. cond'ing, prod'ing & exhib ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	CLASS 28: Gaming equipmt (playing cards & rule book all sold as a unit, playing cards, poker chips, gaming tables, table felt, blind and dealer buttons, card markers, lottery cards & tickets)	CLASS 9: Electrical and scientific (pre-recorded video/audio cassettes, video/audio tapes/discs, CD ROMs, compact discs, dig versatile discs feat ing TV shows feat ing pkr gms, pkr gms, info re gm of pkr and instrxl info re card gms and gm of pkr; comp prgrms, softwr & manuals in electronic format sold as a unit (softwr to play pkr gms, instrxl softwr in field of pkr, softwr for use to create calendars & softwr containing screensavers; comp gm softwr); decorative fridge magnets; sunglasses/cases; computer & video gm cassettes, cartridges, discs & prgrms)	CLASS 41: Ent. Svcs. (promoting pkr hist'y & honoring players & fans via displays & exhibits loc'd in casinos & via Internet)	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet)	CLASS 25: Clothing (shirts, t-shirts, sweatshirts, sweaters, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas, scarves)	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	Eliment Claude & Start Provide (1)
US 78/515,700 (® 3,225,661)	US 78/495,889 (® 3,188,006) Canada: ® 712,270 EC: ® 004376422	® 004376422	® 004376422	US 78/363,646 (® 3,006,589)	® 006337571	® 006337571	® 00037259	No. if applicable)
USA	USA, Canada, EC	EC	r.	USA	EC	EC	Peru	Country(ies)
What: When: Where:	What: When: Where:	What: When: Where:	What: When: Where:	What: Yes – Actual Use per JG When: Where: Commerce Casino	What: Event w/ Creative Coalition When: 4/20/07 Where: D.C.	What: When: Where:	What: When: Where:	If Yes, What, When & Where?
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The state of the s	PPT & Design	© In Canada (CLASS 41: Ent. Svcs. (org'ing. cond'ing. on 1/23/09 prod'ing & exhib'ing pkr events rendered live 3,188,006) © In EC on 8 thru media of TV and Internet, and prov'ing 5/24/06 poker news & info via global comp ntwk) PPT & Design © In US on 12/19/06 PPT & Design © In US on 12/19/06 CLASS 25: Clothing (outerwear (windon 4/3/07) resistant jackets & overcoats), tops, shirts, sweaters, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas & scarryes) OTASS 41: Ent. Svcs. (org'ing. cond'ing. US 78/495,889 (® USA. Canada, EC 3,188,006) Canada: © 712,270 ECLASS 25: Clothing (outerwear (windon 4/3/07) resistant jackets & overcoats), tops, shirts, sweatents, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas & scarryes) OTASS 41: Ent. Svcs. (org'ing. cond'ing. US 78/495,889 (® USA. Canada, EC 3,188,006) USA. Canada, EC 3,188,006) USA. Canada, EC 3,188,006)	© In EC on 5/24/06 on 5/24/06 rule book all sold as a unit, playing cards, poker chips, gaming tables, table felt, blind and dealer buttons, card markers, lottery cards & tickets) © In Canada (CLASS 41: Ent. Svcs. (orgʻing, condʻing, org.) prodʻing & exhibʻing pkr events rendered live \$3.188,006) © In US on 12/19/06 poker news & info via global comp ntwk) PPT & Design (PT & CLASS 25: Clothing (outerwear (wind-resistant jackets & overcoats), tops, shirts, sweatshirts, sweaters, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas & scarnyes) OT ASS 41: Ent. Svcs. (orgʻing, condʻing (OUS 78/495,889 (®)) US 78/495,889 (®) USA, Canada, EC (Canada: ® 712,270) Canada: ® 712,270 EC: ® 004376422 USA, Canada, EC (Canada: ® 712,270) EC: Rass 25: Clothing (outerwear (wind-resistant jackets, warm-up suits, headwear, hats, sun visors, neckwear, bats, sun visors, neckwear	merchands of the compact discs, dig versatile discs feat ing TV shows feat ing pkr gms, pkr gms, info re gm of pkr and instral info re card gms and gm of pkr and instral info re card gms and gm of pkr and instral info re card gms and gm of pkr and instral info re card gms and gm of pkr and instral info re card gms and gm of pkr or use to create calendars & softwr containing screensavers, comp gm softwr), decorative fridge magnets, sughtasses/cases; computer & video gm cassettes, cartridges, discs & prgms. ———————————————————————————————————	POKER WALK ©-In USA CLASS 41: Ent. Svcs. (promoting pkr hist'y & US 78/36/3-646 (®) OF FAME on 10/11/05 De chibits loc din casinos & via displays & 3.006.589) chibits loc din casinos & via displays & 3.006.589) ECLASS 9: Electrical and scientific on 5/24/06 OF FAME on 5/24/06 OF CLASS 9: Electrical and scientific on 5/24/06 OF Table OF Tabl	on 105/08 On 105/08 On 105/08 EC On 105/08 A third modia of TV and Internet) POKER WALK On 10/11/05 On 15/24/06 On 5/24/06 On 1/23/09 On 1/	DÉTENTE DÉTENTE On 10/5/08 Wealshirts, sweaters, joekets, warm-up suits, headwear, hats, san visors, neckwear. Détentions, searyes) On 10/5/08 POKER WALK On 10/5/08 A thru media of TV and Internet) OF FAME On 10/5/08 A thru media of TV and Internet) POKER WALK On 10/1/05 OF FAME On 10/1/05 OF FAME ON 524/06 OF FAME On 10/1/05 A thru media of TV and Internet) OF FAME On 10/1/05 A thru media of TV and Internet) OF FAME On 5/24/06 OF FAME On 5/24/06 OF FAME On 5/24/06 OF FAME On 5/24/06 OF FAME On 10/1/05 OF FAME On 10/5/08 A thru media of TV and Internet) OF FAME On 10/5/08 A thru media of TV and Internet and scientific (pre-recorded video/audio cassettes, dearling by sea to the condition of physics and sea to the condition of physics, and internet into re cased gas and gan of physics, and internet into re cased gas and gan of physics, and internet into re gan of physics, and internet into regard of physics, and internet or pluy physics, and and internet into physics, and gas, diverse in physics, and gas, and gan of physics, and gas, and g	LATIN AMERICAN AMERICAN AMERICAN AMERICAN AMERICAN AMERICAN AND Prod in ge & exhib ing pbr revents rendered live & thru media of TV and Internet, DETENTE BOKER BOLIE BOKER BOLIE CLASS 25. Clothing (shirts, 1-shirts, sweaters, lank, san visors, neckwear, rendered live & thru media of TV and Internet) BOKER WALK BOLIE BOKER WALK BOLIE CLASS 41. Ent. Sves. (reg ing. cond ing. thrudings, segreys) CLASS 41. Ent. Sves. (reg ing. cond ing. thrudings, segreys) CLASS 41. Ent. Sves. (reg ing. cond ing. thrudings, segreys) CLASS 41. Ent. Sves. (reg ing. cond ing. thrudings, segreys) CLASS 41. Ent. Sves. (reg monting pkr hist') & US 78/363/646 (8) BOKER WALK BOLIE BOKER WALK BOLIE CLASS 41. Ent. Sves. (reg monting pkr hist') & US 78/363/646 (8) BORGER WALK BORGER WALK BOLIE CLASS 41. Ent. Sves. (reg monting pkr hist') & US 78/363/646 (8) BORGER WALK BORGER WALK

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#	Mark	Appropriate Symbol	Exact Class Description(s)	Serial No. (& Reg.	TM Country(ies)	Actual Use? If Yes, What, When & Where?	Comments / Ouestions
12	PROFESSIONA	® – In US	CLASS 41: Ent. Svcs. (org'ing, cond'ing,	SUPPLEMENTAL	USA	What:	
	L POKER	on 3/6/07	prod'ing & exhib'ing pkr events rendered live	REGISTER: US		When:	
	TOUR	(Supp)	& thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	78/474,498 (® 3,216,619)		Where:	
13	PROFESSIONAL	® - in US on	CLASS 41: Ent Svcs (org'ing, cond'ing, prod'ing &	US 78/515,684 (®	USA	What:	
	POKER TOUR PPT & Design	10/23/07	exhib'ing pkr events rendered live & thru media of TV & Internet, & prov'ing pkr news & info via a	3,319,656)		When: Where:	
			global comp ntwk)				
14	ROYAL FLUSH GIRLS	® - in US on 8/30/11	CLASS 41: Ent Svcs (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of	US 85/064,746 (® 4,020,406)	USA	What: When:	
			TV & Internet, & prov'ing pkr news & info via a global comp ntwk)			Where:	
15a	TIME SLOTS	® - in	CLASS 9: Downloadable computer software for playing slot machine games on mobile devices.	Canada App No 1,788,470 (® TMA	Canada, EC	What: When:	China App abandoned Apr 2017
		6/18/19	wireless devices, and the Internet.	1,028,106) EC: ® 015573868		Where:	US App abandoned Jan 2018
		® in EC on					(note: assigned from Junfu to Peerless as of 6/15/19: paperwork in
							progress)
15b		® - in US on	CLASS 41: Providing temporary use of computer games, namely slot machine games, via mobile	US App No 87090349 (® 5419033)	USA, Canada, EC	What: When:	China App abandoned Apr 2017
		3/0/10	devices, wireless devices, and the Internet	Canada App No		Where:	(note: assigned from limfu to
		®-in		1,788,470 (® TMA		,	Peerless as of 6/15/19)
		Canada on		1,028,106) EC: ® 015573868			
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CLASS 41: Educ.; prov'ing of training; ent: sporting & cultural act's	CLASS 38. Telecommunications Syrs, (brdsing syrs, prov so of elecomm a series to wid & and coment prov d via internet: Interactive del'y to customers & users of voice, data, graphics, images, audio & video over digital niwks all feat ing info ab poker events, pkt strategy & pkr news & info, elec transms no of voice data, images & mages all relating to pkr events, pkt strategy, & pkr news & info. CLASS 41: Ent. Secs. (org ing. cond ing. prod ing & exhib ing pkr events rendered live & thun media of TV and internet, and prov ing poker news & info via global comp inwik).	CLASS 2%. Gaming opinioni (playing cards, pk; chips, table felt, blind & dealer buttons, card markers & rule book, all sold as a unit lattery cards & fickets)	CLASS 28: Playing cards & pic chips	CLASS 25: Clothing (shirts, t-shirts, sweatshirts, sweaters, jackets, warm-up suits, headwear, hats, sun visors, neckwear, bandanas, scarves) Note: For the US app, we deleted bandanas and scarves around 6/20/05.	CLASS 21: Housewares & glass (cups, mugs, non-metal decorative boxes, containers for food or lvg, bvg glassware, drinking glasses, crystal ornaments, lunch boxes)	CLASS 9: Electronic & scientific apparatus (pre-recorded video & audio cassettes, video & audio tapes/disse. CD ROMs, compact disses, digital versatile disses; comp prgms, software & manuals sold as a unit for ent and for use as calendars, screen savers; comp game stiver; decorative findge magnets; sunglasses & cases; comp & video-game cassettes, cartridges, discs & prgms);	EXACT CIASS DESCRIPTION(S)
India: @ 1276041	EC: @ 376/7019 US 82/40/1.081 (® 4.251.046) 2.151.046) SUPPLEMENTAL REGISTER: US 78/12/1.580 (® 2.783.420) & 78/975.051 (® 2.783.420) & 78/32/1.581 (® 2.804646 (old 4.2707) Augentina: @ 2.804646 (old 4.2707) Augentina: @ 2.80790135 Canada: @ 6117143 Chona: @ 6117143 Chona: @ 6117143 Chona: @ 6177144 Chona: @ 9.25779 Costa Rica: App No 2004 4.781 EC: @ 100296726 Mexico: @ 915694 Peri: @ 00037116 Peri: @ 00037116 Puerto Rico: @ 63.649 S Africa: @ 2013/91.202 Venezuela: @ 8029789	EC @ 002996726 US 78791_947 (@ 3.146_927) Canada: @ 663_731 EC @ 002996726	US 78/181.340 (® 3.024.303)	US 78/181,317 (® 3,021,662) EC: ® 002996726	US 78/181,314 (® 3,090,881)	SUPPLEMENTAL REGISTER: US 78/181,310 (@ 3,047,106) Canada: @ 690,621 EC: @ 002995/726	applicable)
India	USA. Argentina. USA. Argentina. Australia, Brazil, Canada, Chile (less descriptin, Chima. Colombia, Costa Rica, EC. Republ of Korea, Mexico, Peru, PR. South Africa, Venezuela	USA Canada HC dess lottery tickets - see below)	USA, EC	USA, EC	USA	USA, Canada, EC	Country(ies)
What: When: Where:	What: When:	Where: What: Finhell machines soon per Stern Finhell ded When: Where:	What: When:	What: When: Where:	What: Soon: bottle openers per Pacific Direct deal When: Where:	What: Plug & Play (probably Radica & Mforma, too) When: Where: USA	If Yes, What, When & Where?
	*As of 1/16/13. Brazil firm Clarke Model informs us that they filed an appeal in 2007, and the Brazilian PTO has an enormous backlog and are just now examining appeals published in 2007 (ours was published in '08). As of 3/6/20, Brazil firm Clarke Model informed us that appeal was denied be mark was too generic and there are no further admin measures available. Only possible action is a Indicial Action at Federal Coundeadline to file action will expire 2/27/25. **Per email did 4/1/13 fr Luis Carlos Gomez Robieto, the TM Office rejected the mark bit it was too generic. Note: 2 sep. registrations for USA: 1 for live & TV (App50) and 1 for Internet (App051)						Questions

THIS DOCUMENT BELONGS TO WET ENTERPRISES, INC. AND IS CONFIDENTIAL MATERIAL.

	18b		18a		17	#
		Bkgrnd.) WORLD POKEN	WORLD POKER TOUR & Design (Lt.	Bkgrnd.) WORLD POKEN TOUR	WORLD POKER TOUR & Design (Dk.	Mark
® – EC on 7/26/05	© - Canada on 5/4/07© - EC on 7/26/05© - US on 9/19/06	® – EC on 7/26/05 ® - US on 4/17/07	® –Canada on 5/4/07	® – EC on 6/30/04 ® – US on 3/14/06	® –Canada on 5/23/07	Appropriate Symbol
CLASS 28 (16, actually): Lottery tickets	CLASS 28: Gaming equipmt (playing cards, pkr chips, table felt, card markers & rule book, all sold as a unit. lottery cards & tickets)	Note: Canada's description was amended as follows: headwear, namely, baseball caps, knit caps, woven caps, trucker caps, hats and sun visors	CLASS 25: Clothing (outerwear (wind-resistant jackets), tops, t-shirts, sweatshirts, jackets, headwear, hats, sun visors)	poker news & info via global comp ntwk)	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing	Exact Class Description(s)
EC: @ 3766961	US 78/391.951(® 3.146.322) Canada: ® 686.972 EC: ® 3766961	Canada: ® 686,972 EC: ® 3766979	US 78/391,953 (® 3,230,545)	Canada: ® 688,070 EC: 003027125	3,068,901) (®	Serial No. (& Reg. No. if applicable)
EC	USA, Canada; EC (less lottery tickets – see below)		USA, Canada (excl. sweatshirts), EC		USA, Canada, EC	TM Country(ies)
What: When: Where:	What: When: Where:		What: When: Where:		What: When: Where:	Actual Use? If Yes, What, When & Where?
						Comments / Questions

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# Mark	ark Appropriate Symbol	Exact Class Description(s)	Serial No. (& Reg. No. if applicable)	TM Country(ies)
19a WPT	® - In US on 4/24/07	CLASS 9: Electronic & scientific apparatus (pre-recorded video & audio cassettes, video & audio tapes/discs, CD ROMs, compact discs, digital versatile discs; comp prgms, software & manuals sold as a unit for ent and for use as calendars, screen savers; comp game sftwre; decorative fridge magnets; sunglasses & cases; comp & video-game cassettes, cartridges, discs & prgrms)	US 78/419,344 (® 3,234,308)	USA
196	® - In US on 9/19/06	CLASS 21: Housewares & glass (cups, mugs, byg glassware, drinking glasses, crystal ornaments)	US 78/419,346 (® 3,146,382)	USA
19c	® - In US on 9/19/06	CLASS 25: Clothing (outerwear (wind-resistant jackets), tops, t-shirts, sweatshirts, sweaters, jackets, headwear, hats, sun visors)	US 78/419,347 (@ 3,146,383)	USA
19d	⊕ - În EU on 6/2/12 ⊕ - În Canada on 1/22/14	CLASS 28: Gaming equipmit playing cards, pkr chips, gaming tables, table felt, blind & dealer buttons, card makers, lottery scratch cards.	Canada: 1556782 (@869,651) EU: @ 010475523	Canada, EU
19e	® - In Canada on 1/22/14 ® in EU on 6/2/12 ® - In US on 11/27/12	CLASS 38. Telecommunications Svcs. (brdcstng svcs, prov sn of telecomm'n access to vid & and content prov'd via Internet; Interactive del'y to customers & users of voice, data, graphics, images, audio & video over digital ntwks all feat'ing info ab poker events, pkr strategy & pkr news & info; elec transms'n of voice, data, images & mssgs all relating to pkr events, pkr strategy, & pkr news & info	US 85/402,060 (® 4,251,035) Canada: 1556782 (®869,651) EU: ® 010475523	USA, Canada and EU
19f	® - In Argentina on 2/2/06 ®- In Australia on 11/17/08	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp	US 78/419,348 (® 3,146,384) Argentina: ® 2804648 (old	USA, Argentina, Australia,
	11/17/08 ® - In Brazil on 3/11/08 ® - In Canada on	Internet, and proving poker news & into via global comp ntwk)	Argentina: ® 2804648 (old 342706) Aus: ® 1234010 Bergil: ® 826700110	Australia, Brazil, Chile, China, Colombia
	1/22/14 ®, "Marca Registrada" or "M.R." - Chile on 1/27/05 ® - In China on		Brazil: @ 826790119 Canada: 1556782 (@869,651) Chile: @ 716,110 China: @ 6117142	Colombia, Costa Rica, Mexico, Peru, PR, South
	© - In China on 5/6/10 ® - In Colombia on 9/26/05 ® - In Costa Rica on		Colombia: ® 304909 Costa Rica: ® 154075 EU: ® 010475523	Africa, Venezuela
	9/23/05 ® in EU on 6/2/12 ® - In Mexico on 4/2/1/04		Mexico: ® 876930 Peru: ® 002996726 Puerto Rico: ® 61,837	
	#/21/04 ® – In Peru on 1/27/05 ® – In PR on 3/23/05		South Africa: ® 2013/01201 Venezuela: ® S029788	
	® - In South Africa on 11/13/14			
	® - In US on 9/19/06 ® - In Venezuela on 12/19/05			

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We - in Australia on 1/22/15 We - in China on 9/20/16 We - in EC on 2/19/14 We - in S Africa on 8/27/15 We - in Uruguay on 10/11/14 We - in Canada On 0/6/10	® - in Australia on 1/22/15 ® - in China on 4/27/15 ® - in EC on 2/19/14 ® - in S Africa on 8/27/15 ® - in Uruguay on 10/1/14 ® - in Canada on 9/6/19 TM everywhere else	® - in Australia on 1/22/15 ® - in China on 9/23/16 ® - in EC on 2/19/14 ® - in S Africa on 8/27/15 ® - in Uruguay on 10/1/14 ® - in Canada on 9/6/19 TM in China	Symbol
CLASS 41: Entertanment services, namely, organizing, conducting, producing and exhibiting poker events rendered live and through the media of television, the Internet and wireless devices; information in the field of poker related tips and strategy; providing news and information in the field of tournament rankings, poker player and celebrity news, poker player profiles, poker tournament schedules, online gaming, poker community gossip, poker related links, and poker related news and information relevant to the poker community via a global computer network; online poker gaming and gambling software; online computer software relating to card games, gambling, gaming and instant win games; online poker services featuring interactive multiplayer card games, gambling, and gaming; organization and of card games and gaming; organization and cardinic testion of card games and gaming.	CLASS 38: Telecommunications services, namely, broadcasting services, provision of telecommunication access to video and audio content provided via the Internet; interactive delivery to customers and users of voice, data, graphics, images, audio and video over digital networks all featuring information about poker events, poker strategy and poker news and information; electronic transmission of voice, data, images and messages all relating to poker events, poker strategy and poker news and information	CLASS 28: Gaming equipment, namely, playing cards, poker chips, table felt, blind and dealer buttons, card markers and rule book sold as a unit; lottery cards and tickets	,
Aus: @1.582,254 China: 13297760 and divisional 13297760A EC: @012171369 S Africa: @2013/26524 Uruguay: @449077 Can: 1,644,403	US 85/938,139 Aus: @1,582,254 China: @13297761 EC: @012171369 S Africa: @2013/26523 Uruguay: @449077 Can: 1,644,403	Aus: @1,582,254 China: 13297762 EC: @012171369 S Africa: @2013/26522 Uruguay: @449077 Can: 1,644,403	applicable)
USA, Australia, Canada, China, EC, South Africa, Uruguay	USA, Australia, Canada, China, EC, South Africa, Uruguay	Australia, Canada, China, EC, South Africa, Uruguay	Country(ies)
When: Where:	What: When: Where:	What: When: Where:	If Yes, What, When & Where?
China 41 app is for educational info and its divisional app is for providing on-line videos et al		May 2016: Abandoned US app 85/938,291 for Classes 21, 25 and 28	Questions

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22b		22a	21b	21a	#	
	* * * * * * * * * * * * * * * * * * *	WPT ALPHA8 Design		WPT ACADEMY	Mark	
®- in Australia on 2/817 ®- in EC on 2/19/14 ®- in Uruguay on 8/9/16 ®- in Canada on 9/6/19 TM everywhere	on 8/7/15 ® - in EC on 2/19/14 ® - in Uruguay on 8/9/16 ® - in Canada on 9/6/19 TM everywhere else	® - in Australia on 2/8/17 ® - in China	® – EC on 9/20/07	® – EC on 9/20/07	Appropriate Symbol	TM everywhere else
CLASS 21: Housewares and glass, namely, cups, mugs, nonmetal decorative boxes, containers for food or beverages, beverage glassware, drinking glasses, crystal ornaments, and lunch boxes	and address much matter regarding the game of poker; computer programs, software & manuals sold as a unit for entertainment and for use as calendars, screen savers; computer game software; computer and video game cassettes, cartridges, discs and programs; application software for mobile phones and wireless devices; computer software platforms for social networking; interactive video game programs; downloadable electronic game programs and computer software platforms for social networking that may be accessed via the internet, computers and wireless devices; computer software to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information in the fields of virtual communities, electronic gaming, entertainment, and general interest via the Internet or other communications networks with third parties; decorative refrigerator magnets; and sungleasses and cases	CLASS 9: Electrical and scientific apparatus, namely, pre- recorded digital versatile discs and compact discs featuring television shows featuring poker games, poker games, video	CLASS 41: Educ. & Ent Svcs (prov'ing instrxn, strategies and tips in field of card games via TV, a global comp netwk and wireless devices)	CLASS 9: Electronic & scientific apparatus (pre-recorded video & audio cassettes, video & audio tapes/discs, CD ROMs, compact discs, digital versatile discs; comp prgms, software & manuals sold as a unit for ent and for use as calendars, screen savers; comp game sftwre; comp & videogame cassettes, cartridges, discs & prgrms)	Exact Class Description(s)	and gambling services; and application software for mobile phones and wireless devices
Aus: 1,582,268 EC: 012171484 Uruguay: 499076 Can: 1,644,402	China: 13297759 EC: 012171484 Uruguay: 499076	Aus: 1,582,268 Can: 1,644,402	® 004962114	® 004962114	Serial No. (& Reg. No. if applicable)	
Australia, Canada, EC, South Africa, Uruguay	Uruguay	Australia, Canada, China, EC,	EC	EC	TM Country(ies)	
What: When: Where:		What: When: Where:	What: When: Where:	What: When: Where:	Actual Use? If Yes, What, When & Where?	
May 2016: Abandoned US app 85/938,386 for Classes 21, 25 and 28	TOI CLASS Y	Nov 2016: Abandoned US app 85/938,359			Comments / Questions	

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WPT ALPHAS Design (CON'T) \[\lambda_1\right] \lambda \rights \[\lambda_1\right] \lamb	Mark
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CLASS 25: Clothing, namely, tops, bottoms, headware, footwear and neckwear CLASS 28: Gaming equipment, namely, playing cards, poker chips, table felt, blind and dealer buttons, card markers and rule book sold as a unit; lottery cards and tickets CLASS 38: Telecommunications services, namely, broadcasting services, provision of telecommunication access to video and audio content provided via the Internet; interactive delivery to customers and users of voice, data, graphics, images, audio and video over digital networks all featuring information about poker events, poker strategy and poker news and information; electronic transmission of	Exact Class Description(s)
Aus: 1,582,268 EC: 012171484 Uruguay: 499076 Can: 1,644,402 China: 13297756 EC: 012171484 Uruguay: 499076 Can: 1,644,402 US 85/938,359 Aus: 1,582,268 EC: 012171484 Uruguay: 499076	Serial No. (& Reg. No. if applicable)
Australia, Canada, EC, South Africa, Uruguay Canada, China, EC, South Africa, Uruguay USA, Australia, Canada, EC, South Africa, Uruguay	TM Country(ies)
Where: When: Where: Where: Where: What: When: When: Where: Where: What: Where: What: Where: What: When: What:	Actual Use? If Yes, What, When & Where?
May 2016: Abandoned US app 85/938,386 for Classes 21, 25 and 28 Oct 2016: Abandoned Aus mark May 2016: Abandoned US app 85/938,386 for Classes 21, 25 and 28 Dec 2015: Abandoned China app for Classes 28	Comments / Questions

Mark Appropriate Exact Class Description(s) Symbol 227 WPT ALPHAS
Appropriate Exact Class Description(s) Serial No. (& Reg. TIM Symbol CLASS 41: Entertainment services, namely, 28/17 organizing, conducting, producing and 28/11 organizing, conducting, producing and exhibiting poker events rendered live and through the media of television, the Internet of 19/21/16 or poker related tips and strategy; providing 89- in tournament rankings, poker player and celebrity news, poker player and community of a global computer network; online poker gaming, poker related news and information relevant to 19/6/19 the poker community via a global computer software; online computer software; online computer software relating to card games, gambling, onders, betting and gambling, organization and administration of card games and gambling contexts, betting and gambling services; and application software to mobile phones and wireless devices © - US on CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: Where: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When: CLASS 41: Entertainment services, namely, US 78/475.157 (© USA When:
CLASS 41: Entertainment services, namely, organizing, conducting, producing and exhibiting poker events rendered live and through the media of television, the Internet and wireless devices; information in the field of poker related tips and strategy: providing colors tournament rankings, poker player profiles, poker community gossip, poker related inks, and poker related news and information relevant to the poker community via a global computer network; online poker gaming and gambling; software; online computer software; online computer software; online computer software; online computer software relating to card games, gambing contests, betting and gambling contests, with the contest of the polarity of the
Description(s) Serial No. (& Reg. No. if applicable) No. if applicable) No. if applicable) No. if applicable) Country(ies) No. if applicable) VSA, Australia, When: EC, South Africa, Devision, the Internet and strategy; providing in the field of strategy; providing in the field of strategy; providing in the field of strategy; providing and strategy; providing and strategy; providing and information relevant to it at a global computer gaming and gambling uter software relating to gaming and administration bling contests; betting and administration ones and wireless S(org'ing & cond'ing straining or straining straining and gambles and wireless S(org'ing & cond'ing straining strain
(& Reg. blicable) TM Country(ies) Actual Use? If Yes, What, When & Where? It Yes, What, When & Where? 359 USA, Australia, Canada, China, EC, South Africa, Uruguay When: Where: 97754 Uruguay Where: Where: 1484 What: What: 99076 USA What: When: When: When:
TM Actual Use? Juntry(ies) If Yes, What, When & Where? Junutry ia, Australia, When: When: Where: Where: What: Where: What: Where: What: What: Where:
Actual Use? What, When & Where?
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Page 15

24b	24a	#
	WPT GO Design WPTGO	Mark
® - in Mexico on 7/12/19	7	Appropriate Symbol
CLASS 41: Entertainment services, namely, organization, conduction, production and exhibition of live poker events through television and the internet; offering poker	CLASS 38: Audio and video broadcasting services provided via the Internet; audio, video and data transmission by cable, satellite, computer networks, telephone lines and ISDN lines; broadcasting and transmission of cable television programs; broadcasting and transmission of television programs; broadcasting and transmission of television programs; broadcasting and transmission of television programs; broadcasting of film and television programs, including on the Internet, on mobile communications networks and on other media; broadcasting services; chatroom services for social networking; collection and transmission of data via the Internet; digital transmission of electronic messages; digital transmission of entertainment media content; interactive broadcasting; interactive delivery of video via digital networks; mobile media services in the nature of electronic transmission of entertainment media content; multimedia broadcasting via the Internet; providing access to a blog, chatroom, bulletin board or discussion service; providing access to a log, chatroom, bulletin board or discussion service; providing access to a web, mail and news portal; providing access to a web, mail and news portal; providing access to a web mail and news portal; providing access to a worldwide computer network; providing access to databases and information via global computer networks; providing access to databases and information via global computer networks; providing access to electronic sites; streaming of audio and video material on the Internet; streaming of audio, visual and audiovisual material via a global computer network.	Exact Class Description(s)
Mexico Reg No 2048807	Mexico App No 2,233,857	No. if applicable)
Mexico	Mexico	Country(ies)
What: When: Where:	What: Where:	If Yes, What, When & Where?
Filed b/c Azteca required; filed in color	Filed b/c Azteca required; filed in color	Questions

27		26	25	24c	#
WPT SPADE CARD Design (China) – Horizontal		WPT POKER CORNER	WPT Mexico Design MEXICO	WPT GO Design (Con't) Name of the control of the	Mark
@-China on 6/27/10	® – US on 1/9/07	® – Canada on 3/20/08	@- in Mexico on 7/12/19	® - in Mexico on 7/12/19	Appropriate Symbol
CLASS 41: End Sves (prov'ing armasement areade facilities; prov'ing card playing facilities; prov'ing health club sves; prov'ing dearth club sves; prov'ing karaoke sves; amusement; entertainment; gaming; prov'ing karaoke sves; amusement; entertainment; gaming; prov'ed on-line from a comp ntwk; oper'ing lotteries; presentation of live performances; ent/recreation info; gaming info; arranging and conducting conferences; arranging and conducting conferences; arranging and conducting conducting or orducting gaminars; arranging and conducting workshops [training]; organ ing and arranging competitions [education or ent]; org ing and arranging competitions competitions; party planning [ent]; photographic reporting; production of shows; videotape editing; electronic desktop publishing; publication of books; prov'ing on-line elec publications, not downloadable; publication of texts, other than publicity texts; prod' n of radio and TV programs; news reporters seves; TV ent; ticket agency sves; booking of seats for shows;		CLASS 41: Ent. & Educ Svcs (on-going TV segment featuring pkr instrxns & tips, & prov'ing pkr instrxns & tips via global comp ntwk)	Class 41: Entertainment services, namely, organization, conduction, production and exhibition of live poker events through television and the internet; offering poker news in a global computer net.	CLASS 42: Development of computer platforms; providing information on computer technology and programming via a web site; providing search engines for the internet; rental of computer software; rental of web servers; research in the field of telecommunications technology; software development in the framework of software publishing; telecommunications technology consultancy; web site design consultancy; hosting web sites; IT security services in the nature of protection and recovery of computer data; monitoring of computer systems by remote access; monitoring of telecommunication signals.	Exact Class Description(s)
China: ® 6319274	EC: ® 3846086	US 78/403,573 (® 3,197,314) Canada: ® 710,046	Mexico Reg No 2048806	Mexico Reg No 2048808	Serial No. (& Reg. No. if applicable)
China		USA, Canada, EC	Mexico	Mexico	TM Country(ies)
What: When: Where:		What: Yes – Actual Use per JG When: Where: WW (Internet)	What: When: Where:		Actual Use? If Yes, What, When & Where?
		(no merchandising w/ this mark unless turns into TV series; but DVD may come soon)	Filed b/c Azteca required; filed in color	Filed b/c Azteca required; filed in color	Comments / Questions

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29	28	#
WPT WORLD POKER TOUR & Design (Dk. Bkgmd.)	WPT SPADE CARD Design (China) - Vertical	Mark
® - Canada on 5/23/07 8 - EC on 6/17/04	®-China on 6/27/10	Appropriate Symbol
CLASS 41: Ent. Sves. (org'ing, cond'ing, prod'ing & exhib'ing ptr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	CLASS 41: Ent Sves (prov'ing amusement areade facilities; prov'ing card playing facilities; prov'ing health club sves; prov'ing services [ent or education]; prov'ing health club sves; prov'ing karaoke sves; amusement; entertainment; gaming; amusemt, entertainment and gaming, prov'ed on-line from a comp mwk; oper-ing lotteries; presentation of live performances; ent/recreation info; gaming info; arranging and conducting conferences; arranging and conducting conducting conducting entertaining]; organ ing and arranging competitions [education or ent]; org ing and arranging exhibitions for cultural or education purp's; or go ing and arranging sports competitions; party planning [ent]; photographic reporting; production of shows; videotape editing; electronic desktop publishing; publication of books; prov'ing on-line elec publications, not downloadable; publication of texts, other than publicity texts; prod'in of radio and TV programs; news reporters seves; TV ent; ticket agency sves; booking of seats for shows)	Exact Class Description(s)
Canada: ® 688,069 EC: ® 003119906	China: ® 6319281	Serial No. (& Reg. No. if applicable)
Canada, EC	China	TM Country(ies)
What: When: Where:	What: When: Where:	Actual Use? If Yes, What, When & Where?
		Comments / Questions

31	30c	30b	30a	#
WPT WORLD POKER TOUR & Design (Horiz)			WPT WORLD POKER TOUR & Design (Lt. Bkgmd.)	Mark
®- In Australia on 11/17/08	® - In USA on 3/22/05 (Internet); and on 10/25/05 (TV/Internet) @ - Korea on 5/8/06	® - Canada on 5/4/07 ® - EC on 7/25/05 ® - US on 9/19/16 ® - BC on 1/25/05	® – Canada on 5/4/07 Ø – EC on 7/26/05 Ø – US on 9/19/06	Appropriate Symbol
CLASS 41: Ent. Svcs. (org'ing, cond'ing, promoting & exhib'ing pkr events, incl live pkr events, thru media of TV, and prov'ing poker news & info about aforesaid svcs via global comp ntwk)	CLASS 41: Ent. Svcs. (org'ing, cond'ing, prod'ing & exhib'ing pkr events rendered live & thru media of TV and Internet, and prov'ing poker news & info via global comp ntwk)	CLASS 28: Gaming equipmt (playing cards, table felt, rule book, all sold as a unit) CLASS 28 (16, actually): Lottery tickets	CLASS 25: Clothing (outerwear (wind-resistant jackets), tops, t-shirts, sweatshirts, jackets, headwear, hats, sun visors) Note: Canada's description was amended as follows: clothing, namely outerwear, namely overcoats and fleece jackets, tops, namely football jerseys, polo shirts and woven shirts, shirts, t-shirts, sweatshirts, sweaters, jackets, warm-up suits, headwear, namely baseball caps, knit caps, woven caps, trucker caps, hats and sun visors, neckwear, namely neckties, bandanas, scarves, boxer shorts	Exact Class Description(s)
Aus. App. No. 1,234,012	US 78/180,461 (® 2,934,677) & 78/180,449 (® 3,009,315) Korea: ® 131478	US 78/391,952(® 3.146.323) Canada: @ 686,973 EC: @ 3767001	US 78/391,954 (® 3,146,324) Canada: ® 686,973 EC: ® 3767035	Serial No. (& Reg. No. if applicable)
Australia	USA, Korea	USA, Canada, EC (less lottery tickets – see below) EC	USA, Canada, EC	TM Country(ies)
What: When: Where:	Where: What: When: When: When: Where:	What: When: Where: What: What:	What: When: Where:	Actual Use? If Yes, What, When & Where?
	Note: 2 sep. registrations for USA: 1 for live & TV/Internet (App 449) and 1 for Internet (App 461)			Comments / Questions

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Schedule G

Account Debtors

Intentionally omitted.

Schedule H

Pledged Securities

100% of the direct and indirect equity interests in the following entities:

Name	Place of
	Formation
Allied Esports Media, Inc.	Delaware
Esports Arena Las Vegas, LLC	Delaware
Club Services, Inc.	Nevada
WPT Enterprises, Inc.	Nevada
Allied Esports International, Inc.	Nevada
Peerless Media Holdings Limited	Gibraltar
Peerless Media Limited	Gibraltar
Allied Esports GmbH	Germany

Schedule H-1

Capital Stock; Equity Interests

The Company owns, directly or indirectly, 100% of the equity interests in the following entities:

Name	Place of
	Formation
Allied Esports Atlanta, LLC*	Delaware
Allied Esports Media, Inc.	Delaware
Esports Arena Las Vegas, LLC	Delaware
Club Services, Inc.	Nevada
WPT Enterprises, Inc.	Nevada
Allied Esports International, Inc.	Nevada
WPT Studios Worldwide Limited*	Gibraltar
WPT Distribution Worldwide Limited*	Gibraltar
Peerless Media Holdings Limited	Gibraltar
Peerless Media Limited	Gibraltar
Allied Esports GmbH	Germany

^{*}Inactive entities with no assets that are in the process of being dissolved.

The Company owns, directly or indirectly, 25% of the equity interests in the following entity:

Name	Place of
	Formation
Esports Arena, LLC	California

Pledged Securities

See attached Schedules.

ANNEX A to SECURITY AGREEMENT

FORM OF ADDITIONAL DEBTOR JOINDER

Security Agreement dated as of June 8, 2020 made by
Allied Esports Entertainment Inc.
and its subsidiaries party thereto from time to time, as Debtors
to and in favor of
the Secured Parties identified therein (the "Security Agreement")

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby agrees that upon delivery of this Additional Debtor Joinder to the Secured Parties referred to above, the undersigned shall (a) be an Additional Debtor under the Security Agreement, (b) have all the rights and obligations of the Debtors under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto and (c) be deemed to have made the representations and warranties set forth therein as of the date of execution and delivery of this Additional Debtor Joinder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE UNDERSIGNED SPECIFICALLY GRANTS TO THE SECURED PARTIES A SECURITY INTEREST IN THE COLLATERAL AS MORE FULLY SET FORTH IN THE SECURITY AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE WAIVER OF JURY TRIAL PROVISIONS SET FORTH THEREIN.

Attached hereto are supplemental and/or replacement Schedules to the Security Agreement, as applicable.

An executed copy of this Joinder shall be delivered to the Secured Parties, and the Secured Parties may rely on the matters set forth herein on or after the date hereof. This Joinder shall not be modified, amended or terminated without the prior written consent of the Secured Parties.

IN WITNESS WHEREOF, the und in the name and on behalf of the undersign	ersigned has caused this Joinder to be executed ed.
	Name of Additional Debtor
	By:
	Name: Title:
	Address:
Dated:	

ANNEX B to SECURITY AGREEMENT

THE AGENT

- 1. **Appointment**. The Secured Parties (all capitalized terms used herein and not otherwise defined shall have the respective meanings provided in the Security Agreement to which this Annex B is attached (the "<u>Agreement</u>")), by their acceptance of the benefits of the Agreement, hereby designate M3A LP ("<u>M3A</u>" or "<u>Agent</u>") as the Agent to act as specified herein and in the Agreement. Each Secured Party shall be deemed irrevocably to authorize the Agent to take such action on its behalf under the provisions of the Agreement and any other Transaction Document (as such term is defined in the Purchase Agreement) and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its agents or employees.
- 2. **Nature of Duties**. The Agent shall have no duties or responsibilities except those expressly set forth in the Agreement. Neither the Agent nor any of its partners, members, managers, shareholders, officers, directors, employees or agents shall be liable for any action taken or omitted by it as such under the Agreement or hereunder or in connection herewith or therewith, be responsible for the consequence of any oversight or error of judgment or answerable for any loss, unless caused solely by its or their gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have by reason of the Agreement or any other Transaction Document a fiduciary relationship in respect of any Debtor or any Secured Party; and nothing in the Agreement or any other Transaction Document, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of the Agreement or any other Transaction Document except as expressly set forth herein and therein.
- 3. Lack of Reliance on the Agent. Independently and without reliance upon the Agent, each Secured Party, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Company and its subsidiaries in connection with such Secured Party's investment in the Debtors, the creation and continuance of the Obligations, the transactions contemplated by the Transaction Documents, and the taking or not taking of any action in connection therewith, and (ii) its own appraisal of the creditworthiness of the Company and its subsidiaries, and of the value of the Collateral from time to time, and the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Secured Party with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Agent shall not be responsible to the Debtors or any Secured Party for any recitals,

statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of the Agreement or any other Transaction Document, or for the financial condition of the Debtors or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Transaction Document, or the financial condition of the Debtors, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under the Agreement, the Notes or any of the other Transaction Documents.

- 4. Certain Rights of the Agent. The Agent shall have the right to take any action with respect to the Collateral, on behalf of all of the Secured Parties. To the extent practical, the Agent shall request instructions from the Secured Parties with respect to any material act or action (including failure to act) in connection with the Agreement or any other Transaction Document, and shall be entitled to act or refrain from acting in accordance with the instructions of a Majority in Interest; if such instructions are not provided despite the Agent's request therefor, the Agent shall be entitled to refrain from such act or taking such action, and if such action is taken, shall be entitled to appropriate indemnification from the Secured Parties in respect of actions to be taken by the Agent; and the Agent shall not incur liability to any person or entity by reason of so refraining. Without limiting the foregoing, (a) no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder in accordance with the terms of the Agreement or any other Transaction Document, and the Debtors shall have no right to question or challenge the authority of, or the instructions given to, the Agent pursuant to the foregoing and (b) the Agent shall not be required to take any action which the Agent believes (i) could reasonably be expected to expose it to personal liability or (ii) is contrary to this Agreement, the Transaction Documents or applicable law.
- 5. **Reliance**. The Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to the Agreement and the other Transaction Documents and its duties thereunder, upon advice of counsel selected by it and upon all other matters pertaining to this Agreement and the other Transaction Documents and its duties thereunder, upon advice of other experts selected by it. Anything to the contrary notwithstanding, the Agent shall have no obligation whatsoever to any Secured Party to assure that the Collateral exists or is owned by the Debtors or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.
- 6. **Indemnification**. To the extent that the Agent is not reimbursed and indemnified by the Debtors, the Secured Parties will jointly and severally reimburse and indemnify the Agent, in proportion to their initially purchased respective principal amounts

of Notes, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in performing its duties hereunder or under the Agreement or any other Transaction Document, or in any way relating to or arising out of the Agreement or any other Transaction Document except for those determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction to have resulted solely from the Agent's own gross negligence or willful misconduct. Prior to taking any action hereunder as Agent, the Agent may require each Secured Party to deposit with it sufficient sums as it determines in good faith is necessary to protect the Agent for costs and expenses associated with taking such action.

7. Resignation by the Agent.

- (a) The Agent may resign from the performance of all its functions and duties under the Agreement and the other Transaction Documents at any time by giving thirty (30) days' prior written notice (as provided in the Agreement) to the Debtors and the Secured Parties. Such resignation shall take effect upon the appointment of a successor Agent pursuant to clauses (b) and (c) below.
- (b) Upon any such notice of resignation, the Secured Parties, acting by a Majority in Interest, shall appoint a successor Agent hereunder.
- (c) If a successor Agent shall not have been so appointed within said 30-day period, the Agent shall then appoint a successor Agent who shall serve as Agent until such time, if any, as the Secured Parties appoint a successor Agent as provided above. If a successor Agent has not been appointed within such 30-day period, the Agent may petition any court of competent jurisdiction or may interplead the Debtors and the Secured Parties in a proceeding for the appointment of a successor Agent, and all fees, including, but not limited to, extraordinary fees associated with the filing of interpleader and expenses associated therewith, shall be payable by the Debtors on demand.
- 8. **Rights with respect to Collateral**. Each Secured Party agrees with all other Secured Parties and the Agent (i) that it shall not, and shall not attempt to, exercise any rights with respect to its security interest in the Collateral, whether pursuant to any other agreement or otherwise (other than pursuant to this Agreement), or take or institute any action against the Agent or any of the other Secured Parties in respect of the Collateral or its rights hereunder (other than any such action arising from the breach of this Agreement) and (ii) that such Secured Party has no other rights with respect to the Collateral other than as set forth in this Agreement and the other Transaction Documents. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations under the Agreement. After any retiring Agent's resignation or

removal hereunder as Agent, the provisions of the Agreement including this Annex B shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent.

RECORDED: 06/22/2020