

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7931202

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZUFFA, LLC	04/10/2023
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	30 HUDSON STREET, 4TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D955893
Application Number:	17167497
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	05/02/2023
Total Attachments: 6	
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FIRST LIEN PATENT SECURITY AGREEMENT dated as of April 10, 2023 (this "Agreement"), among ZUFFA, LLC, a Nevada limited liability company (the "Grantor") and GOLDMAN SACHS BANK USA ("Goldman Sachs"), as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of August 18, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Zuffa Guarantor, LLC, a Delaware limited liability company ("Holdings"), UFC Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, and Goldman Sachs, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of August 18, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

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

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

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

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

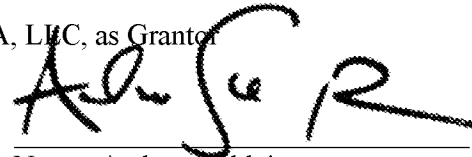
SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

ZUFFA, LLC, as Grantor

By:

A handwritten signature in black ink, appearing to read 'Andrew Schleimer', written over a horizontal line.

Name: Andrew Schleimer

Title: EVP & Chief Financial Officer

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: MR
Name: Maria Riaz
Title: Authorized Signatory

Schedule I

	<u>Assignee</u>	<u>Patent Title</u>	<u>Patent or Application Number</u>
1.	Zuffa, LLC	CLOCK DISPLAY	D955,893
2.	Zuffa, LLC	DIGITAL DISPLAY SYSTEM AND METHOD	17/167,497