

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI408703

| | |
|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| JACKPOCKET LLC | 07/31/2024 |
| RECEIVING PARTY DATA | |
| Company Name: | BANC OF CALIFORNIA, AS AGENT |
| Street Address: | 555 S. MANGUM STREET |
| Internal Address: | SUITE 1000 |
| City: | DURHAM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27701 |
| PROPERTY NUMBERS Total: 5 | |
| Property Type | Number |
| Patent Number: | 11495096 |
| Patent Number: | 11804108 |
| Patent Number: | 11698700 |
| Application Number: | 18472889 |
| Application Number: | 18323624 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 9193143114 |
| Email: | diligencereview@bancofcal.com |
| Correspondent Name: | Nicholas Nance |
| Address Line 1: | 555 S. Mangum Street |
| Address Line 2: | Suite 1000 |
| Address Line 4: | Durham, NORTH CAROLINA 27701 |
| NAME OF SUBMITTER: | VB - Legal Dept. Banc of California |
| SIGNATURE: | VB - Legal Dept. Banc of California |
| DATE SIGNED: | 08/06/2024 |
| Total Attachments: 6 | |

source=DraftKings - IPSA (Jackpocket) 7-31-24#page1.tiff
source=DraftKings - IPSA (Jackpocket) 7-31-24#page2.tiff
source=DraftKings - IPSA (Jackpocket) 7-31-24#page3.tiff
source=DraftKings - IPSA (Jackpocket) 7-31-24#page4.tiff
source=DraftKings - IPSA (Jackpocket) 7-31-24#page5.tiff
source=DraftKings - IPSA (Jackpocket) 7-31-24#page6.tiff

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of July 31, 2024, by and between JACKPOCKET LLC, a Delaware limited liability company (“Grantor”), and BANC OF CALIFORNIA, a California state-chartered bank, in its capacity as administrative agent, collateral agent, and payment agent under the Loan Agreement (as defined below) (together with its successors and assigns in such capacity, “Agent”).

RECITALS

A. Reference is hereby made to that certain Loan and Security Agreement by and among Agent, Grantor, the lenders party thereto (collectively, the “Lenders”), and the other parties from time to time party thereto dated as of December 20, 2022 (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement).

B. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to the Loan Parties, including Grantor (the “Financial Accommodations”), in the amounts and manner set forth in the Loan Agreement. The Lenders are willing to continue to make the Financial Accommodations, but only upon the condition, among others, that Grantor grants to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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

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

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title, and interest in, to, and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto) (this “Security Interest”).

This Security Interest is granted in conjunction with the security interest granted to Agent under Section 4.1 of the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are set forth in the Loan Agreement and the other Loan Documents, as applicable, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power, and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, are cumulative and

concurrent and are in addition to every right, power, or remedy provided for herein. The exercise by Agent of any one or more of the rights, powers, or remedies provided for in this Agreement, the Loan Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, will not preclude the simultaneous or later exercise by any Person, including Agent, of any or all other rights, powers, or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of North Carolina, without regard to principles of conflicts of law.

The terms of Article 11 (Choice of Law and Venue; Jury Trial Waiver), Section 12.2 (Indemnification), Section 12.6 (Counterparts; Electronic Transmission; Electronic Signatures), and Section 12.9 (E-Systems) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

SIGNATURE PAGE FOLLOWS

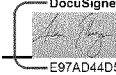
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

222 Berkeley Street, 5th Floor
Boston, MA 02116
Attn: Alan Ellingson, Chief Financial Officer

JACKPOCKET LLC

By:  DocuSigned by:
E97AD44D58D645D...

Name: Alan Ellingson

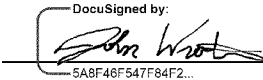
Title: Chief Financial Officer and Treasurer

AGENT:

Address of Bank:

555 S. Mangum Street, Suite 1000
Durham, NC 27701
Attn: Legal Department

BANC OF CALIFORNIA

By:  DocuSigned by:
5A8F48F547F84F2...

Name: John Wroton

Title: Senior Vice President



EXHIBIT A
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|----------------------------|--------------------------|
| None | | |

EXHIBIT B**PATENTS**

| Description | Patent Application No./Issued Patent No. | Application / Issue Date |
|---|---|-------------------------------------|
| AUTOMATED FEEDER SYSTEM AND METHODS OF USE | 11,495,096 | 11/8/2022 |
| AUTOMATED FEEDER SYSTEM AND METHODS OF USE | 11,804,108 | 10/31/2023 |
| AUTOMATED FEEDER SYSTEM AND METHODS OF USE | 18/472,889 | 9/22/2023 |
| SYSTEMS AND METHODS FOR AUTOMATED INTERACTION WITH A TOUCH-SCREEN DEVICE | 11,698,700 | 07/11/2023 |
| SYSTEMS AND METHODS FOR AUTOMATED INTERACTION WITH A TOUCH-SCREEN DEVICE | 18/323,624 | 5/25/2023 |

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/Serial Number</u> | <u>Registration/ Application Date</u> |
|--|--|--|
|  | 98184292 | 09/18/2023 |
|  | 98155716 | 08/29/2023 |
| JACKPOCKET CASINO | 98142500 | 08/21/2023 |
| JACKPOCKET.COM | 7173018 | 09/26/2023 |
| JACKPOCKET | 6843630 | 09/13/2022 |
| WINNERS CORNER | 6843631 | 09/13/2022 |
|  | 6843640 | 09/13/2022 |
| JACKPOCKET | 4743194 | 05/26/2015 |