

900375461 08/19/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395734

| | |
|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|-------------------------|
| ZUFFA, LLC | | 08/18/2016 | Corporation. LLC |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------|
| Name: | DEUTSCHE BANK AG |
| Street Address: | 60 WALL STREET |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | Corporation: NEW YORK |

8/26/16

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 4491232 | UFC FIT |
| Registration Number: | 4491233 | UFC FIT |
| Registration Number: | 4164152 | TRAIN DIFFERENT |
| Registration Number: | 4587482 | UFC |
| Registration Number: | 4595632 | UFC FIT |
| Registration Number: | 4595633 | UFC FIT |
| Registration Number: | 4595634 | UFC FIT |
| Registration Number: | 4595635 | UFC FIT |
| Registration Number: | 4604271 | UFC FIT |
| Registration Number: | 4604272 | UFC FIT |
| Serial Number: | 86356955 | |
| Serial Number: | 86823263 | UFC GYM |
| Serial Number: | 86823280 | UFC GYM |
| Serial Number: | 86864434 | DANA WHITE LOOKIN' FOR A FIGHT |

CH \$365.00 4491232

CORRESPONDENCE DATA

Fax Number: 2022637535
 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.
 Phone: 202-835-7500

Email: dcip@milbank.com
Correspondent Name: Edward J. Mayle/Milbank Tweed
Address Line 1: 1850 K Street, N.W.
Address Line 2: 1100
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 36784.10900

NAME OF SUBMITTER: EDWARD J. MAYLE

SIGNATURE: /Edward J. Mayle/

DATE SIGNED: 08/19/2016

Total Attachments: 4

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TRADEMARK SECURITY INTEREST RELEASE

This Trademark Security Interest Release (this "Agreement"), dated as of August 18, 2016, is made and entered into by Deutsche Bank AG New York Branch (as successor collateral agent to Deutsche Bank Trust Company Americas (the "Original Collateral Agent")), in its capacity as administrative agent for each of the Secured Parties (in such capacity, the "Grantee"), in favor of Zuffa, LLC a Nevada limited liability company (the "Grantor") with an address as 2960 W. Sahara, Las Vegas, Nevada 89102. Except as otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (defined below).

A. WHEREAS, the Grantor, Original Collateral Agent, the Lenders and certain other financial institutions entered into that certain Credit Agreement dated as of February 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, pursuant to the Credit Agreement, the Grantor and the Original Collateral Agent, among others, entered into that certain Security Agreement dated as of February 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and thereafter the Original Collateral Agent and Grantee entered into that certain Assignment of Trademark Security Agreement dated as of April 13, 2016 pursuant to which Original Collateral Agent assigned to the Grantee all of its right, title and interest in, to and under the Security Agreement to the Grantee, including, without limitation, Original Collateral Agent's security interest in, and lien on, the Trademark Collateral (as defined below);

C. WHEREAS, pursuant to (i) the Security Agreement and (ii) the Grant of Security Interest in United States Trademarks entered by the Grantor in favor of the Grantee (the "Trademark Security Agreement"), the Grantor has granted to Grantee a continuing security interest in, and lien on, all of its right, title and interest in, to and under all United States trademarks, trademark registrations and trademark applications, including without limitation, those trademarks, trademark registrations and trademark applications set forth on Schedule I hereto (collectively, the "Trademark Collateral") and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral;

D. WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 13, 2016 at Reel 5770, Frame 0813; and

E. WHEREAS, Grantee wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Termination and Release.

The Grantee hereby (i) releases, discharges, quit claims and relinquishes unto the Grantor its security interest in and lien on any and all right, title and interest in the Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by the Trademarks, and does hereby assign, (ii) assigns to the Grantor any right, title, and interest in the Trademark Collateral that Grantee may possess, and (iii) terminates the Trademark Security Agreements with respect to the Trademark Collateral.

The Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such reasonable operation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Agreement.

The Grantee hereby authorizes and requests that the Commissioner for Trademarks record this Agreement.

2. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Interest Release to be duly executed and delivered as of the date first written above.

DEUTSCHE BANK AG NEW YORK
BRANCH, as Grantee

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: Dusan Lazarov
Name: Dusan Lazarov
Title: Director

Schedule I

SCHEDULE OF TRADEMARKS

| No. | Trademark | App. No. | App. Date | Reg. No. | Reg. Date | Owner |
|-----|-------------------------------------|----------|------------|----------|------------|-----------|
| 1. | UFC FIT (logo) | 86027590 | 08/02/2013 | 4491232 | 03/04/2014 | Zuffa LLC |
| 2. | UFC FIT | 86027646 | 08/02/2013 | 4491233 | 03/04/2014 | Zuffa LLC |
| 3. | TRAIN DIFFERENT - 41 | 85455669 | 10/25/2011 | 4164152 | 6/26/2012 | Zuffa LLC |
| 4. | UFC - 9 | 86068415 | 9/18/2013 | 4587482 | 8/19/2014 | Zuffa LLC |
| 5. | UFC FIT Stylized - 16 | 86027570 | 8/2/2013 | 4595632 | 9/2/2014 | Zuffa LLC |
| 6. | UFC FIT Stylized- 41 | 86027613 | 8/2/2013 | 4595633 | 9/2/2014 | Zuffa LLC |
| 7. | UFC FIT - 16 | 86027627 | 8/2/2013 | 4595634 | 9/2/2014 | Zuffa LLC |
| 8. | UFC FIT - 41 | 86027657 | 8/2/2013 | 4595635 | 9/2/2014 | Zuffa LLC |
| 9. | UFC FIT Stylized - 41/44 | 86027620 | 8/2/2013 | 4604271 | 9/16/2014 | Zuffa LLC |
| 10. | UFC FIT - 41/44 | 86027666 | 8/2/2013 | 4604272 | 9/16/2014 | Zuffa LLC |
| 11. | Octagon Shape - 41 | 86356955 | 8/4/2014 | N/A | N/A | Zuffa LLC |
| 12. | UFC GYM & Des. (2015) - 25 | 86823263 | 11/17/2015 | N/A | N/A | Zuffa LLC |
| 13. | UFC GYM & Des. (2015) - 28 | 86823280 | 11/17/2015 | N/A | N/A | Zuffa LLC |
| 14. | DANA WHITE LOOKIN' FOR A FIGHT - 41 | 86864434 | 1/4/2016 | N/A | N/A | Zuffa LLC |