

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Sports Camps, LLC		10/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78916117	SNOW VALLEY BASKETBALL	
Serial Number:	78229961	USSC US SPORTS CAMPS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0174		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	11/17/2021		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 18, 2021 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") for and on behalf of the Lenders, the L/C Issuers and each other Secured Party.

WHEREAS, pursuant to that certain Credit Agreement dated as of October 18, 2021 by and among the Borrower, the other Loan Parties from time to time party thereto, the Agent and the Lenders (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, to secure the Obligations of the Grantors under the Credit Agreement and the related Loan Documents (the "Secured Obligations") and as a condition precedent to the obligation of the Lenders to make the Loans under the Credit Agreement, the Grantors entered into a Security Agreement dated as of October 18, 2021 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of, for its benefit and the benefit of the other Loan Parties, a Lien on and security interest in (the "Security Interest") and to the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute this Agreement, in order to record the Security Interest with the United States Patent and Trademark Office.

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

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, each Grantor hereby grants to the Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor's right, title and interest in and to the following property, in each case, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including the registrations and applications listed on Schedule A hereto; (b) all renewals thereof; (c) all goodwill associated with or symbolized by any of the foregoing, (d) the right to sue for past, present, and future infringement thereof, and (e) all other rights, priorities, and privileges arising under or related to the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent to use” Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Lenders and other Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The terms of Sections 12.9 (“Governing Law”) and 12.13 (“Waiver of Jury Trial”) of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 5. Counterparts; Effectiveness

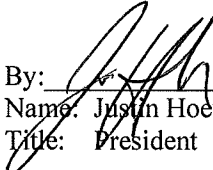
This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. No amendment, modification, termination or waiver of any provision of this Agreement or consent to

any departure by any Grantor thereof from, shall in any event be effective except in accordance with Section 12.2 of the Credit Agreement.

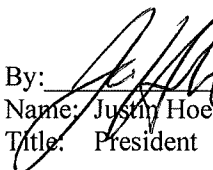
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

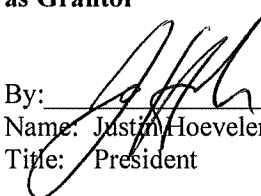
**PLAY YOUR GAME COLLECTIVE, LLC,
as Grantor**

By: 
Name: Justin Hoeveler
Title: President

**U.S. SPORTS CAMPS, LLC,
as Grantor**

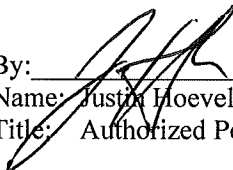
By: 
Name: Justin Hoeveler
Title: President

**USBSA, LLC,
as Grantor**

By: 
Name: Justin Hoeveler
Title: President

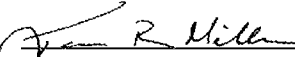
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**I9 SPORTS, LLC,
as Grantor (effective upon the consummation of the
Acquisition)**

By: 
Name: Justin Hoeveler
Title: Authorized Person

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Administrative Agent



By:  _____
Name: Jim Miller
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007497 FRAME: 0545

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	HELPING KIDS SUCCEED IN LIFE THROUGH SPORTS	77844947 October 9, 2009	3809872 June 29, 2010	Renewed March 26, 2020	i9 Sports, LLC ¹
2.	i9 SPORTS and Design 	78557398 January 31, 2005	3219403 March 20, 2007	Renewed April 20, 2017	i9 Sports, LLC ²
3.	i9 SPORTS (Stylized) i9 SPORTS	76437863 August 5, 2002	2816247 February 24, 2004	Renewed March 22, 2013	i9 Sports, LLC ³
4.	i9 SPORTS AN EXPERIENCE BEYOND THE GAME and Design 	78943451 August 2, 2006	3255920 June 26, 2007	Renewed April 21, 2017	i9 Sports, LLC ⁴
5.	THE WAY YOUTH SPORTS SHOULD BE	87549028 July 31, 2017	5407306 February 20, 2018	Registered February 20, 2018	i9 Sports, LLC ⁵
6.	GIRLS IN GAMING	88735213 December 20, 2019	6143710 September 1, 2020	Registered September 1, 2020	Play Your Game Collective, LLC
7.	LEVELED UP	88703453 November 22, 2019	--	Filed September 3, 2021	Play Your Game Collective, LLC
8.	SNOW VALLEY BASKETBALL	78916117 June 23, 2006	3264683 July 17, 2007	Renewed February 4, 2018	U.S. Sports Camps, LLC
9.	USSC US SPORTS CAMPS and Design	78229961 March 25, 2003	2830078 April 6, 2004	Renewed April 5, 2014	U.S. Sports Camps, LLC

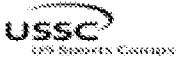
¹ Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

² Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

³ Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

⁴ Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

⁵ Pending change with USPTO from i9 Sports Corporation to i9 Sports, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
	 USSC U.S. SOFTBALL CONFEDERATION				
10.	U.S. BASEBALL ACADEMY	87070686 June 14, 2016	5088732 November 22, 2016	Registered November 22, 2016	USBSA, LLC
11.	U.S. SOFTBALL ACADEMY	88684110 November 7, 2019	6103936 July 14, 2020	Registered July 14, 2020	USBSA, LLC