

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TILTING POINT MEDIA, LLC		02/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87041400	FTX	
Registration Number:	5964704	FTX GAMES	
Registration Number:	5220925	FUNTACTIX	
Registration Number:	5341524	GAME ALLIANCE	
Registration Number:	5042196	LANGUINIS	
Registration Number:	6296559	RAISE YOUR GAME	
Registration Number:	4569237	TILTING POINT	
Registration Number:	6186711	TP	
Serial Number:	97181470	RAISE YOUR GAME	
Serial Number:	97181480	TP	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		

CH \$265.00 87041400

Address Line 2: 300 North LaSalle
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 17599-20

NAME OF SUBMITTER: NOREEN GOSSELIN

SIGNATURE: /NOREEN GOSSELIN/

DATE SIGNED: 03/01/2022

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of February 28, 2022 is made by TILTING POINT MEDIA, LLC, a Delaware limited liability company, located at 521 Fifth Avenue, 21st Fl, New York, NY 10175 (the “Obligor”), in favor of HPS INVESTMENT PARTNERS, LLC, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of February 28, 2022 (as modified and supplemented and in effect from time to time, the “Credit Agreement”), among the Obligor, in its capacity as Borrower, the Lenders party thereto, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have executed and delivered a Security Agreement, dated as of February 28, 2022, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademarks; and WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those registered Trademarks and Trademark applications listed on Schedule A hereto (collectively, the “Collateral”), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions

thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

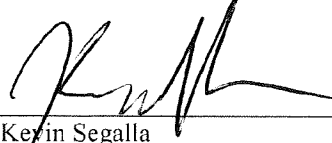
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TILTING POINT MEDIA LLC

By



Name: Kevin Segalla

Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007645 FRAME: 0662

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By Mathew Carvajal
Name: Mathew Carvajal
Title: Managing Director

Schedule A

U.S. Trademark Registrations

COUNTRY	MARK	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER	OWNER
United States of America	FTX	May 18, 2016	87041400			Tilting Point Media LLC
United States of America	FTX GAMES	Oct 9, 2018	88147861	Jan 21, 2020	5964704	Tilting Point Media LLC
United States of America	FUNTACTIX	Feb 16, 2016	86909478	Jun 13, 2017	5220925	Tilting Point Media LLC
United States of America	GAME ALLIANCE	Mar 21, 2016	86947506	Nov 21, 2017	5341524	Tilting Point Media LLC
United States of America	LANGUINIS	May 11, 2015	86624958	Sep 13, 2016	5042196	Tilting Point Media LLC
United States of America	RAISE YOUR GAME	Jan 16, 2020	88761733	Mar 16, 2021	6296559	Tilting Point Media LLC
United States of America	TILTING POINT	Mar 13, 2013	85875471	Jul 15, 2014	4569237	Tilting Point Media LLC
United States of America	TP Logo	Feb 3, 2020	88782975	Oct 27, 2020	6186711	Tilting Point Media LLC

U.S. Trademark Applications

Jurisdiction	Trademark	App No	App Date	Record Owner
US	RAISE YOUR GAME	97181470	12/20/21	Tilting Point Media LLC
US	TP LOGO (DESIGN MARK)	97181480	12/20/21	Tilting Point Media LLC

Both these applications are new applications to add additional descriptions of goods and services to our existing Registrations for the slogan and logo.