

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2080 Media, Inc.		03/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC		
Street Address:	40 West 57th Street, Floor 33		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4901748	PLAYON!	
Registration Number:	1978277	DIGITAL SCOUT	
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>			
Email:	TMaloney@KSLaw.com		
Correspondent Name:	Timothy Maloney		
Address Line 1:	110 North Wacker Drive, Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	C/M#: 17392.515255		
NAME OF SUBMITTER:	Timothy Maloney		
SIGNATURE:	/Timothy Maloney/		
DATE SIGNED:	03/14/2022		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 14, 2022, is made by 2080 MEDIA, INC., a Delaware corporation (the “Grantor”), in favor of HPS INVESTMENT PARTNERS, LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FAST BREAK PARENT, INC., a Delaware corporation (“Holdings”), FAST BREAK MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), 2080 MEDIA, INC., a Delaware corporation (following the merger with the Initial Borrower, as successor to the Initial Borrower by operation of law, and following the Acquisition, the “Effective Date Borrower” and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the “Parent Borrower”), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of March 14, 2022 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration

or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor 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 Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

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. This Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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.

2080 MEDIA, INC.,
as the Grantor

By: MARK NORMAN
Name: Mark Norman
Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC,
as the Collateral Agent

By: Michael Fenstermacher

Name: Michael Fenstermacher

Title: Managing Director

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

TRADEMARK
REEL: 007658 FRAME: 0837

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
2080 Media, Inc.	86695083	4901748	PLAYON!
2080 Media, Inc.	74685546	1978277	Typed Drawing <small>Word Mark</small> <small>DIGITAL SCOUT</small>