

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest recorded May 29, 2020 at Reel/Frame 6948/0577

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/28/2023	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	IMG ACADEMY, LLC
Street Address:	5500 34th Street West
City:	Bradenton
State/Country:	FLORIDA
Postal Code:	34210
Entity Type:	Limited Liability Company: FLORIDA
Name:	IMG WORLDWIDE, LLC
Street Address:	1360 East 9th Street, Suite 100
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5900826	ASCENDERS
Registration Number:	5888830	
Registration Number:	5888530	IMG ACADEMY
Registration Number:	5888524	IMG ACADEMY
Registration Number:	5793218	CAMP HERE. COMPETE ANYWHERE.
Registration Number:	5214931	TOMORROW IS OURS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

TRADEMARK

REEL: 008118 FRAME: 0551

900782907

OP \$165.00 5900826

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 06/30/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank, National Association

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 28, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark Security Interest recorded May 29, 2020 at Reel/Frame 6948/0577

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: IMG ACADEMY, LLC

Street Address: 5500 34th Street West

City: Bradenton

State: Florida

Country: USA Zip: 34210

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship Florida, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

June 29, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

ITEM 2
to Trademarks Recordation Form Cover Sheet

Receiving Parties

	Entity	Address	Type of Entity	Jurisdiction
2.	IMG WORLDWIDE, LLC	1360 East 9th Street, Suite 100 Cleveland, Ohio, 44114	LLC	Delaware

TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of June 28, 2023 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of IMG ACADEMY, LLC, a Florida limited liability company (“IMG Academy”), and IMG WORLDWIDE, LLC, a Delaware limited liability company (as successor-in-interest to IMG Academy with respect to certain of the Released Trademark Collateral (as that term is defined below), “IMG Worldwide” and, together with IMG Academy, the “Grantors” and each a “Grantor”).

WHEREAS, reference is made to (i) the First Lien Credit Agreement, dated as of May 6, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among WME IMG Holdings, LLC, a Delaware limited liability company (“Holdings”), WME IMG, LLC, a Delaware limited liability company (“Intermediate Holdings”), William Morris Endeavor Entertainment, LLC, a Delaware limited liability company (“William Morris”), IMG Worldwide Holdings, LLC, a Delaware limited liability company (“IMG Worldwide Holdings” and, together with William Morris, the “Borrowers”), the Lenders from time to time party thereto, and the Agent, and (ii) that certain First Lien Collateral Agreement, dated as of May 6, 2014, by and among Holdings, Intermediate Holdings, the Borrowers, the Agent, the Grantors and certain other parties thereto (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered the First Lien Trademark Security Agreement Supplement No. 5, dated as of May 28, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office, pursuant to which, as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a Security Interest in and to all of Grantor’s right, title and interest in, to, and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 29, 2020 at Reel/Frame 006948/0577;

WHEREAS, the Trademarks of the Grantors set forth Schedule I attached hereto (the “Released Trademark Collateral”) were included in the Trademark Collateral; and

WHEREAS, the Grantors have notified the Agent that the Released Trademark Collateral has been sold and/or exclusively licensed and have requested, and the Agent has agreed, to release, discharge, terminate and cancel its Security Interest solely in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Released Trademark Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in and to all of Grantor’s right, title and interest in, to, and under the Released Trademark Collateral, arising under the Security Agreement and the Trademark Security Agreement, as applicable, and any right, title or interest of the Agent in the Released Trademark Collateral arising under the Security Agreement or the

Trademark Security Agreement, as applicable, shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the Trademark Security Agreement, as applicable, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent's security interest, liens, rights, titles and interests in all other collateral arising under the Security Agreement or the Trademark Security Agreement, as applicable, shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

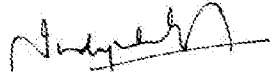
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes the Grantors (or their designees) to file this Release and authorizes and requests the recordation of this Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantors' expense.

5. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

[signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as collateral agent for the Lenders

By: 
Name: Inderjeet Aneja
Title: Executive Director

IMG ACADEMY, LLC, as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as collateral agent for the Lenders

By: _____
Name:
Title:

IMG ACADEMY, LLC, as Grantor

By: Shane Kapral
Name: Shane Kapral
Title: Authorized Signatory

IMG WORLDWIDE, LLC, as Grantor

By: Shane Kapral
Name: Shane Kapral
Title: Authorized Signatory

Schedule I
List of Released Trademark Collateral

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	IMG Academy, LLC	ASCENDERS	88205937 11/26/2018	5900826 11/05/2019
2.	IMG Worldwide, LLC	DESIGN ONLY	88205974 11/26/2018	5888830 10/22/2019
3.	IMG Worldwide, LLC	IMG ACADEMY	88111284 09/10/2018	5888530 10/22/2019
4.	IMG Worldwide, LLC	IMG ACADEMY	88111070 09/10/2018	5888524 10/22/2019
5.	IMG Academy, LLC	CAMP HERE. COMPETE ANYWHERE.	88205905 11/26/2018	5793218 07/02/2019
6.	IMG Academy, LLC	TOMORROW IS OURS	86924658 03/01/2016	5214931 05/30/2017