

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REP 1 FOOTBALL, LLC		11/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL1-1145		
Internal Address:	MIDDLE MARKET SERVICING		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3341835	REP1	
Registration Number:	3905295		
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<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:	2159814000		
Email:	sara.harvell@troutman.com, emily.newcomer@troutman.com		
Correspondent Name:	TROUTMAN PEPPER HAMILTON SANDERS LLP		
Address Line 1:	3000 TWO LOGAN SQUARE		
Address Line 2:	EIGHTEENTH AND ARCH STREETS		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	EMILY HARMON NEWCOMER		
SIGNATURE:	/EMILY HARMON NEWCOMER/		
DATE SIGNED:	11/06/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of November 3, 2023, by and between REP 1 FOOTBALL, LLC, a Delaware limited liability company (the “Grantor”) and JPMORGAN CHASE BANK, N.A. (the “Lender”).

PRELIMINARY STATEMENT

A. The Grantor and Lender are entering into that certain Fourth Amended and Joinder to Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Amendment”), by and between the Grantor, the other Loan Parties thereto and Lender, which amends that certain Amended and Restated Credit Agreement, dated as of April 13, 2022, (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Original Credit Agreement”; together with the Amendment, the “Credit Agreement”).

B. The Grantor is entering into this Agreement and joining that certain Pledge and Security Agreement, dated as of April 13, 2022 (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the “Security Agreement”; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Lender to continue to extend credit to the Borrower under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted or shall grant to Lender a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby grants and pledges to Lender a security interest in all of the Grantor’s right, title and interest in, to and under all Intellectual Property and IP Ancillary Rights (each as defined in the Security Agreement) of the Grantor (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

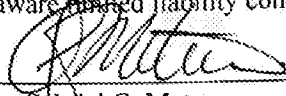
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

c/o Rep 1 Football, LLC
15350 Barranca Parkway
Suite 100
Attention: Gabriel G. Matus
Email: gmatus@excelsm.com

GRANTOR:

REP 1 FOOTBALL, LLC,
a Delaware limited liability company

By: 
Name: Gabriel G. Matus
Title: General Counsel

{Signature Page to Intellectual Property Security Agreement}

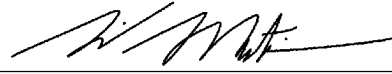
TRADEMARK
REEL: 008250 FRAME: 0526

Address of Lender:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL 60603-2300
Attention: Tischar N. Lockett
Fax No: (312) 844 492 3898

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Nick Mantineo

Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008250 FRAME: 0527

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Title or name of the Intellectual Property</u>	<u>Registered Owner(s)</u>	<u>Registration Number (if applicable)</u>	<u>Registration Date (if applicable)</u>
REP1	Rep 1 Football, LLC ¹	3341835	November 20, 2007
	Rep 1 Football, LLC ²	3905295	January 11, 2011

¹ **NTD**: Current registered owner is Bruce Tollner. Rep1 Rights Assignment to be completed before acquisition.

² **NTD**: Current registered owner is Bruce Tollner. Rep1 Rights Assignment to be completed before acquisition.